Document No. 4891A
Adopted May 7, 1987

DEVELOPMENT IMPACT PROJECT AGREEMENT
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT

FOR

The Building at 73 Tremont Street
Boston, Massachusetts

THIS AGREEMENT, dated as of May __, 1987 is made by and between the BOSTON REDEVELOPMENT AUTHORITY (hereinafter "Authority") and UNICORP AMERICAN CORPORATION, a Delaware corporation, having an address at 156 East 46th Street, New York, New York 10017, and its successors, assigns and legal representatives (hereinafter "Applicant"), and the Authority and Applicant, collectively, shall be referred to herein as the parties;

WHEREAS, the Applicant is the owner of a parcel of land together with the building thereon located at the corner of Tremont and Beacon Streets, known as and numbered 73 Tremont Street, containing in the aggregate approximately 29,939 square feet as more particularly described on Exhibit A attached hereto (the "Project Site");

WHEREAS, the Applicant proposes to rehabilitate and renovate the existing building on the Project Site for use as an office building with ground floor retail/restaurant use and to construct two additional floors and two levels of subterranean parking, which building will contain approximately 296,000 square feet of gross floor area when it is completed (hereinafter "Project");

WHEREAS, the Applicant recognizes that the construction of the Project may have an indirect impact on the cost of housing in the City of Boston;

WHEREAS, the Applicant recognizes that the construction of the Project may result in the creation of new jobs, which in turn may require the creation of new job training programs or the expansion of existing programs;

WHEREAS, the Applicant, recognizing that the Project may have a potential impact on the housing and job training needs of the City, is willing to voluntarily make certain contributions or payments to the City to alleviate such housing and job training needs;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The parties hereby acknowledge that the Applicant submitted to the Authority a Development Impact Project Plan (hereinafter "Plan") attached hereto as Exhibit B and hereby incorporated by reference and after a public hearing held on May 7, 1987, notice of which was published in The Boston Herald on April 28, 1987, the Authority approved the Plan on May 7, 1987.

Further, the parties hereby acknowledge and agree that by no means and in no manner shall this Agreement or the covenants or obligations of the parties set forth herein be deemed a condition of or contingency to any zoning permits, variances or other relief granted in connection with the Project and that any such zoning permits, variances or other

relief shall not be deemed conditioned or contingent upon this Agreement.

ARTICLE 2. DEVELOPMENT IMPACT PROJECT CONTRIBUTION - HOUSING

2.1 Housing Contribution Grant. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a housing contribution grant (hereinafter "Housing Contribution") in the amount as calculated and set forth in 2.3 of this Agreement. The Housing Contribution shall be made to the Collector-Treasurer of the City acting as custodian of the Neighborhood Housing Trust pending acceptance of such payments by the Neighborhood Housing Trust. The payments shall be made in seven (7) equal annual instalments. The first instalment of the Housing Contribution shall be due and payable on the Housing Payment Date, as defined in 2.4 and subsequent instalments shall be due and payable on the following six (6) anniversary dates of the Housing Payment Date. In the alternative, the Applicant may elect to make payment of the Housing Contribution in a single instalment, due and payable on the Housing Payment Date, in an amount equal to the total amount of the Housing Contribution which would otherwise be paid in seven (7) equal annual instalments discounted in accordance with Section 5 of the Housing Creation Regulations adopted by the Authority pursuant to Section 26-2.3(b) of Article 26 and Section 26A-2.3(a) of Article 26A of the Zoning Code, to represent the present value of such seven (7) equal annual instalments if paid in a single instalment on the

Housing Payment Date. The Applicant may, at its option, satisfy its obligation for the Housing Contribution, in whole or in part, by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, as described in Section 2.2, Housing Creation Option, or by payments made in accordance with this Section 2.1.

2.2 Housing Creation Option. If the Applicant shall elect to contribute to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, the Applicant shall submit a proposal in writing to the Authority on or before the Housing Payment Date, as defined in Section 2.4 and as further defined in the Housing Creation Regulations (hereinafter "Regulations"). Such proposal approved in accordance with the Regulations shall satisfy the provisions of the Housing Creation Option set forth in Section 26A-2(3)(a) of Article 26A. The proposal shall include a description of the number, location, cost and design of the housing units. Applicant further pledges compliance with said regulations.

2.3 Calculation of Housing Contribution. The parties hereby acknowledge that the Project will include office, retail and/or restaurant uses. It is anticipated that the gross floor area of the Project devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet. Based upon schematic drawings for the Project, the gross floor area devoted to such uses is expected to be approximately

Two Hundred Ninety-Six Thousand (296,000) square feet. The amount of the Housing Contribution is calculated by multiplying each square foot of gross floor area in the Project in excess of 100,000 square feet by $5.00 (the "Housing Formula"). Under the Housing Formula it is anticipated that the amount of the Housing Contribution will be Nine Hundred Eighty Thousand dollars ($980,000). The parties acknowledge that the amount of the Housing Contribution is based upon gross floor areas as estimated in the Plan. If the gross floor area, as defined in Section 2-1(21) of the Boston Zoning Code as in effect on the date hereof and as certified by the Project Architect (as identified in the Plan) differs on the Housing Payment Date from the above stated estimate, the Housing Contribution shall be the amount required under the Housing Formula.

2.4 Housing Payment Date. The Housing Payment Date shall be the date of issuance of the final building permit for the Project.

2.5 Waiver of Housing Contribution. If a building permit is not granted for any part of the Project, or if construction of any part of the Project is abandoned after a building permit is obtained but prior to the commencement of substantial construction or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Housing Contribution with respect to the Project or part thereof and any portion of the Housing Contribution previously paid by the Applicant shall be promptly reimbursed to the Applicant.

2.6 Credit Towards Housing Contribution. If there shall hereafter be imposed by the City of Boston any contribution, assessment, levy, excise or tax upon the Project, the proceeds of which are dedicated, in whole or part, to the establishment of a fund for purposes substantially the same as the purposes recited in this Agreement, amounts payable hereunder by Applicant shall be credited against such contribution, assessment, levy, excise or tax; provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, assessment, levy, tax or excise, the obligations of the Applicant hereunder, to the extent of the amount of such tax or excise, shall thereupon cease and be of no further force and effect. Without limiting the generality of the foregoing, the parties acknowledge that the payment of the Housing Contribution satisfies the obligations of the Applicant under Article 26A of the Boston Zoning Code.

ARTICLE 3. DEVELOPMENT IMPACT PROJECT JOBS

3.1 Jobs Contribution Grant. The Applicant shall be responsible, in accordance with the terms of this Agreement, for a jobs contribution grant ("Jobs Contribution") in the amount as calculated and set forth in Section 3.3 of this Agreement. The Jobs Contribution shall be paid to the Collector-Treasurer of the City of Boston acting as custodian of the Neighborhood Jobs Trust pending acceptance of such payments by the Neighborhood Jobs Trust. The payments shall be

made in two (2) equal annual instalments. The first instalment of the Jobs Contribution shall be due and payable on the Jobs Payment Date and the second instalment shall be due and payable on the next following anniversary of the Jobs Payment Date. In the alternative, the Applicant may elect to make payment of the Jobs Contribution in a single instalment, due and payable on the Jobs Payment Date, in an amount equal to the total amount of the Jobs Contribution which would otherwise be paid in two (2) equal annual instalments, discounted to represent the present value of such two (2) equal annual instalments if paid in a single instalment on the Jobs Payment Date. The Applicant may, at its option, satisfy its obligation for the Jobs Contribution, in whole or in part, by contributing to the creation of a jobs training program for workers who will be employed, on a permanent basis, at the Project, as described in Section 3.2, Jobs Creation Option, or by payments made in accordance with this Section 3.1.

3.2 Jobs Creation Contribution. If the Applicant shall elect to contribute to the creation of a jobs training program for workers who will be employed, on a permanent basis, at the Project, upon approval by the Director of the Mayor's Office of Jobs and Community Services, the Applicant shall submit a proposal in writing to the Authority on or before the Jobs Payment Date, as defined in Section 3.4. Such proposal as approved shall satisfy the provisions of the Jobs Creation Contribution set forth in 26B-2(3)(c) of Article 26B.

3.3 Calculation of Jobs Contribution. The parties hereby acknowledge that the Project will include office, retail and/or restaurant uses. It is anticipated that the gross floor area of the Project which will be devoted to one or more such uses in the aggregate will exceed one hundred thousand (100,000) square feet. Based upon schematic drawings for the Project, the gross floor area devoted to such uses is expected to be approximately Two Hundred Ninety-Six Thousand (296,000) square feet. The amount of the Jobs Contribution is calculated by multiplying each square foot of gross floor area in the Project in excess of one hundred thousand square feet by $1.00 (the "Jobs Formula"). Under the Jobs Formula, it is anticipated that the amount of the Jobs Contribution will be One Hundred Ninety-Six Thousand dollars ($196,000). The parties acknowledge that the amount of the Jobs Contribution is based upon gross floor area as estimated in the Plan. If the gross floor area of the Project, as defined in Section 2-1(21) of the Boston Zoning Code as in effect on the date hereof and as certified by the Project Architect (as identified in the Plan) differs on the Job Payment Date from the above stated estimate, the Jobs Contribution shall be the amount required under the Jobs Formula.

3.4 Jobs Payment Date. The Jobs Payment Date shall be the date of issuance of the final building permit for the Project.

3.5 Waiver of Jobs Contribution. If a building permit is not granted for any part of the Project, or if

construction of any part of the Project is abandoned after a building permit is obtained prior to the commencement of substantial construction, or if a building permit lapses and is not renewed, then the Applicant shall have no responsibility for the Jobs Contribution with respect to the Project or part thereof and any portion of the Jobs Contribution previously paid by the Applicant shall be promptly reimbursed to the Applicant.

3.6 Credit Towards Jobs Payment. If there shall hereafter be imposed by the City of Boston any contribution, assessment, levy, excise or tax upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for the purposes substantially similar to the purposes recited in this Agreement, amounts payable hereunder by Applicant shall be credited against such contribution, assessment, levy, excise or tax, provided, however, that if such crediting shall not be legally permissible to satisfy payment of such contribution, assessment, levy, tax or excise, the obligations of the Applicant hereunder, to the extent of the amount of such tax or excise, shall thereupon cease and be of no further force or effect. Without limiting the generality of the foregoing, the parties acknowledge that the payment of the Housing Contribution satisfies the obligations of the Applicant under Article 26B of the Boston Zoning Code.

ARTICLE 4. RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment Standards. The Applicant hereby agrees to comply with the Boston Residents Construction Employment Plan in the form attached hereto as Exhibit C.

ARTICLE 5. EMPLOYMENT OPPORTUNITY PLAN.

5.1 Employment Opportunity Plan. The Applicant shall formulate an Employment Opportunity Plan, which plan shall provide for the Applicant's good faith efforts to achieve a goal that fifty percent (50%) of the permanent employment opportunities created by the Project shall be made available to Boston residents. The Applicant shall submit the plan to the Director within three months from the execution of this Agreement.

ARTICLE 6. LIABILITY.

6.1 Scope of Applicant's Liability. Subject to the provisions contained in Section 6.3 and 7.4 of this Agreement, the Authority agrees to look solely to the interests from time to time in the Project that are subject to this Agreement more fully described in the Plan, whether owned by the Applicant or its successors in title, as the case may be, for any claim against the Applicant or its successors arising under this Agreement.

6.2 No Personal Liability. Subject to the provisions contained in 7.4 of this Agreement, neither the Applicant nor

any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or its successors and assigns shall be personally or individually liable under this Agreement, nor shall it or they be liable beyond the extent of its or their interest in the Project.

6.3 Security. As security for the payment of installments of the Development Impact Project Exaction subsequent to the first installment, the Applicant shall provide for the benefit of the Authority one or more letters of credit in the aggregate amount of 6/7 of the amount of the Development Impact Project Exaction as so calculated. Such letter or letters of credit shall be provided to the Authority on the date of payment on the first installment of such Development Impact Project Exaction. Applicant may provide such letter or letters of credit having expiration dates earlier than the expiration of the 7-year period during which subsequent installments of the Development Impact Project Exaction are required in accordance with said Articles 26A and 26B, provided that such letters of credit shall authorize the Authority to draw upon them if not replaced at least by 30 days prior to their expiration date. Letters of credit to be provided by the Applicant as required by this Section 6.3 shall be substantially in the form of Exhibit 2 annexed hereto.

The principal amount of such letter or letters of credit may be reduced by Applicant after payment by Applicant to the Authority of any installment of the Development Project Impact Exaction, such principal reduction to be in an amount

equal to the installment payment then made by the Applicant. The Authority will take all steps necessary to enable Applicant to implement such reduction, including providing its written assent to any amendment to such letter or letters of credit, if required by the insurer thereof, or the exchange of the letter or letters of credit held by the Authority for one or more substitute letters of credit having the lower principal amount.

The Authority agrees that no general or limited partner of the Applicant shall have any personal liability for the obligations of the Applicant hereunder. The Authority agrees to look only to the assets of the Applicant in the event of any breach by Applicant of its obligations hereunder; provided, however, that from and after the delivery by the Applicant to the Authority of the letter or letters of credit described in this Section 6.3, the Authority shall look solely to the proceeds of such letters of credit as security for the performance of the obligations of the Applicant hereunder, it being understood that the Authority shall thereafter look to no other assets of the Applicant, including, without limitation, the Project or the right to the use and occupancy thereof, in the event of a breach by the Applicant of its obligations hereunder; provided, however, that from and after the delivery by the Applicant to the Authority of the letter or letters of credit described in this Section 6.3, the Authority shall look solely to the proceeds of such letters of credit as security for the performance of the obligations of the Applicant hereunder, it being understood that the Authority shall

thereafter look to no other assets of the Applicant, including, without limitation, the Project or the right to the use and occupancy thereof, in the event of a breach by the Applicant of its obligations hereunder.

ARTICLE 7. MISCELLANEOUS PROVISIONS.

7.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties with respect to the subject matter contained herein. This Agreement is binding and enforceable under contract law upon, and inures to the benefits of, the parties, their successors, assigns, and legal representatives, including, without limitation, any successor owner of the Project, and the Neighborhood Housing Trust and the Neighborhood Jobs Trust, as successor to the Authority, notwithstanding any subsequent amendment, or change in any policy of the Authority or any amendment or repeal of all or any portion of the Boston Zoning Code or court decision having the effect of an amendment or repeal of all or any portion of the Boston Zoning Code and notwithstanding any change or amendment of the Housing Formula or the Jobs Formula by the Authority.

7.2 Compliance with Development Impact Project Plan. The Authority hereby acknowledges approval of the Plan, as voted by the Authority on May 7, 1987. The Applicant hereby

agrees that if it proceeds with the Project, it shall do so in accordance with the Plan.

7.3 Notice. All notices under this Agreement must be in writing and mailed to the parties at the following addresses:

Authority: Boston Redevelopment Authority
Director's Office
City Hall Square
Boston, MA 02201

With copies to: Boston Redevelopment Authority
Chief General Counsel
City Hall Square
Boston, MA 02201

Applicant: Unicorp American Corporation
c/o The Leggat McCall Companies
Ten Post Office Square
Boston, MA 02109
Attention: J. Brad Griffith

With copies to: John F. Bok, Esquire
Csaplar & Bok
One Winthrop Square
Boston, MA 02110

7.4 Record Notice of Agreement. Unless the Applicant shall elect to make payment of both the Housing Contribution and the Jobs Contribution in a single instalment as provided in Sections 2.1 and 3.1, the Applicant shall, if permitted, record at the Suffolk County Registry of Deeds, a notice of this Agreement in substantially the same form as Exhibit D attached hereto and hereby incorporated by reference. Failure of the Applicant to comply with this section of this Agreement shall render provisions contained in Article 6 of this Agreement null and void. The Authority hereby agrees that upon the satisfaction by the Applicant of its obligations under the Housing Contribution or Jobs Contribution, the Authority shall deliver to the Applicant in recordable form, a certification

that said Housing Contribution or Jobs Contribution, or both, as the case may be, has been satisfied by the Applicant and that the Applicant has no further liability for such Housing Contribution or Jobs Contribution.

7.5 Titles. The captions of this Agreement, its articles and sections throughout this document are intended solely to facilitate reading and referencing its provisions. Such captions shall not affect the meaning or interpretation of this Agreement.

7.6 Transfer of Interest. Rights and interests accorded by this Agreement shall not be assigned, delegated, subcontracted or in any way transferred by the Applicant without prior written notice to the Authority.

Approved as to Form:

_____
Chief General Counsel

BOSTON REDEVELOPMENT AUTHORITY

By: _____
Stephen Coyle, Director

UNICORP AMERICAN CORPORATION

By: _____

EXHIBIT A

73 Tremont Street, Boston
Property Description

Beginning at a point of the westerly sideline of Tremont Street near the corner of Beacon Street; thence

S36-44-54W, 56.10 feet; thence
S53-15-06E, 3.48 feet; thence
S36-44-54W, 41.65 feet; thence
N53-15-06W, 3.48 feet; thence
S36-44-54W, 94.23 feet, the last five courses by Tremont Street thence,
N55-19-28W, 19.50 feet; thence
N18-19-51E, 38.64 feet; thence
N70-31-19W, a total of 136.44 feet, the last three courses by the City of Boston Granary Burial Ground; thence
N19-16-04E, 147.54 feet on the granite curb, on the westerly side of Tremont Place; thence
S71-26-36E, a total of 205.23 feet by Beacon Street; thence
On a curve to the right of radius 8.73 feet, a distance of 16.44 feet to the point of beginning.

Containing 29,939 Square Feet

EXHIBIT B

Development Impact Project Plan

BOSTON REDEVELOPMENT AUTHORITY
May 7, 1987

Development Impact Project Plan
73 Tremont Street, Boston

Developer: Unicorp American Corporation, a Delaware corporation having an address at 156 East 46th Street, New York, New York 10017.

Developer's Representative: The Leggat McCall Companies, Ten Post Office Square, Boston, Masachusetts 02109.

Architect: Childs Bertman Tseckares and Casendino, Inc., 306 Dartmouth St., Boston, Massachusetts 02116.

Site Description: A certain parcel of land containing approximately 29,939 square feet of land, more or less, bounded by Tremont and Beacon Streets, the Old Granary Burial Ground and the property located at 6 Beacon Street, all as more particularly described in Exhibit A hereto and as shown on the survey entitled Topographic Plan of Land, 73 Tremont Street, Boston, Mass. dated June 16, 1986 and prepared by R.E. Cameron & Associates attached as Exhibit B hereto. The site is comprised of one lot containing 25,263 square feet in area; and a private way containing 4,676 square feet in area. An eleven-story structure constructed in 1895, with a granite facade, is located on the site. A context map is attached as Exhibit C. The site is located in the Park Street National Register District. The Developer has fee title to the site.

Location and Appearance of Building: The Developer plans to substantially rehabilitate the existing building located at 73 Tremont Street. The building currently consists of eleven stories above grade with the first story partially below grade and two basement levels fully below grade. The exterior walls will be cleaned and new windows installed. There will be a new, single lobby. The existing light court will be closed in and will house a new central core, providing circulation patterns suitable for contemporary office uses. An arcade will be created at the ground floor level by cutting away portions of the Tremont and Beacon Street facades. The gross floor area of the building will be approximately 296,000 square feet, with new retail/restaurant space representing approximately 20,000 square feet. Two stories will be added above the existing roof. The building will not exceed an average height of 160 feet and 5 inches excluding the mechanical penthouse. The interior will be renovated and new systems installed. Two levels of parking (below grade) will be created. The design of the building will be substantially in accordance with the schematic drawings listed in Exhibit D.

General Description of Proposed Development and Uses. The building as planned will contain approximately 296,000 square feet of gross floor area as defined by the Boston Zoning Code. Approximately 276,000 gross square feet of the total will be dedicated to first class office space, approximately 20,000 gross square feet will be dedicated to retail/restaurant use, and approximately 38,000 gross square feet will be dedicated to parking. Service and delivery to the building will be by means of the existing loading area on Tremont Place.

Estimated Construction Time: Construction is scheduled to begin within six months of issuance of a building permit. Scheduled completion of the base building will be within 18-20 months of commencement of construction.

Projected Number of Employees: During the peak construction period, approximately 175 jobs will be created. After completion and at full occupancy, the Building will have an employee population of approximately 1000 people. The Developer has agreed to formulate an Employment Opportunity Plan, which will detail Developer's good faith efforts to achieve the following objective: 50% of the permanent employment opportunities created in the project will be made available to Boston residents.

Development Impact Project Agreement: In accordance with Article 26A-3 of the Boston Zoning Code, the Developer will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority. Such Agreement will require the Developer to make a Development Impact Project Contribution (the Linkage Contribution) which shall be made by means of a Housing Contribution Payment or a Housing Creation Option, as further provided in the Agreement. The precise amount of the Linkage Contribution shall be calculated based upon the gross floor area of the building as shown on the plans for which a building permit is granted; however it is presently anticipated that the Linkage Contribution will be approximately $980,000. As required by Section 26B-3 of the Boston Zoning Code, the Development Impact Project Agreement shall provide for a Jobs Contribution Grant which shall be approximately $196,000 which shall be made by means of a Jobs Contribution Payment or a Jobs Creation Option, as further provided in the Agreement.

	Linkage	Jobs
Gross Building Area-Estimated */	296,000	*/ 296,000 S.F.
Deduct Allowance	100,000	100,000
	196,000	196,000
	X $5.00	X $1.00
Contribution Grant Total	$980,000	$196,000

Proposed Dimensions of Structure: The exterior dimensions of the building will not change as a result of the proposed renovation except for (i) the closing in of a light court, consisting of approximately 3,700 square feet per floor, and (ii) the addition of the two floors. The height of the Building will not exceed an average of 160 feet and 5 inches feet (excluding mechanical penthouse). This height substantially complies with the proposed Downtown Interim Planning Overlay District (IPOD) which calls for a building height standard of 155 feet. Because of a change in elevation from the rear of the building (Tremont Place elevation) to the front of the building (Tremont Street elevation), the existing building height to the top of the existing roof ranges from 123 feet (at Tremont Place) to 134 feet (at Tremont Street). The cornice juts above the existing roof by more than six feet. The additional floors will be constructed above the cornice line (six feet above the existing roof) for structural reasons and also to ensure that the windows are above the cornice. Because of the changes in elevation around the building, average heights of each side of the new addition will vary as follows: 156 feet at Tremont Place, 167 feet at Tremont Street, 162 feet and 3 inches at Beacon Street and 156 feet and 6 inches at the Granary side -- yielding an average height of 160 feet and 5 inches. Compliance with the proposed IPOD building height standard of 155 feet would require removal of the cornice, so that the additional floors could be constructed at the level of the existing roof and not have the windows blocked.

Density: The site contains approximately 29,939 square feet including Tremont Place, the private way located at the rear of the building; the site contains approximately 25,263 square feet excluding Tremont Place. Tremont Place is owned in fee by the developer. The site is located in a B-8 zoning district. The existing floor area ratio (F.A.R.), based upon calculations which exclude Tremont Place (consistent with the policy of the Inspectional Services Department) is 8.8; by including Tremont Place, the existing F.A.R. is 7.42. Gross building area for the proposed building calculated in

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*/ The precise amount of such payment shall be calculated based upon the gross floor area of the development as shown in the plans submitted for a building permit.

accordance with the Boston Zoning Code is approximately 296,000 square feet. This yields an F.A.R. of 11.67 based upon calculations which exclude Tremont Place, consistent with the policy of the Inspectional Services Department. By including Tremont Place, the resulting F.A.R. is 9.83.

Exterior Building Material: The exterior of the building is and will remain primarily granite.

Open Spaces and Landscaping: The building fills the entire site leaving no open space other than the thirty-one foot wide Tremont Place at the rear of the building. The amount of open space is not affected by the proposed renovation except for the closing in and infilling of the light court. The current plans call for the re-opening of the pedestrian passageway which runs between the building and the Old Granary Burial Ground, for the refurbishing of Tremont Place and for the creation of a pedestrian arcade on Tremont and Beacon Streets.

Granary Burial Ground. The Developer has expressed its willingness to the City of Boston Department of Parks and Recreation to assist the City in the City's efforts to refurbish the Granary Burial Ground. Once construction of the building is underway the Developer will 1) take primary responsibility for supervision of the ongoing maintenance of the Granary, 2) contribute money to the capital campaign for the burial ground and 3) help the City to establish a Friends of the Granary Burial Ground organization for the purpose of raising funds for the refurbishing and maintenance of the Granary.

Transportation Access Plan: The Developer has submitted a Transportation Access Plan, subject to review and approval by the Director.

Proposed Traffic Circulation: The only vehicular access to the site is from Tremont Place, a private way which intersects Beacon Street diagonally opposite Somerset Street. This provides access to the loading dock. Access to the new parking elevators for the building will also be via Tremont Place. There are not now, nor will there be, any vehicular access on Beacon Street or Tremont Street. The site can be reached only on major downtown streets: Cambridge Street/Tremont Street, and Beacon Street. Departures can follow Tremont Street, Beacon Street or Somerset Street. A major pedestrian entrance is located on Tremont Street; another entrance from Beacon Street will also lead into the main lobby.

Parking and Loading Facilities: All parking and loading will occur on Tremont Place, a private way. Two levels of underground parking are proposed, reached by a bank of two automobile elevators. All parking will be by valet, and for use only by building tenants. A total of 74 spaces is planned, an increase of approximately 35-40 spaces over the previous surface parking provided in Tremont Place. This includes

approximately five spaces which will be available on the surface of Tremont Place for drop-offs and for use as a reservoir area for the underground parking. Two loading bays will be located at the end of Tremont Place.

Access to Public Transportation: The site is virtually in the center of a ring of rapid transit stations. The following stations and lines are all within a five minute walk from the site: Government Center (Green and Blue Lines); State Street (Orange Line); Park Street (Red and Green Lines). All transit lines in the MBTA system are within a five minute walk of the site. The following is a summary of transit access:

Park Street Station:	Less than 5 minutes
Government Center Station:	Less than 5 minutes
State Street Station (also Milk Street):	5 minutes
South Station:	12 minutes
North Station:	12 minutes
Haymarket Station Bus Terminal:	8 minutes

Schematic Design Drawings: Schematic design drawings have been completed by Childs Bertman Tseckares and Casendino, Inc., and are listed in Exhibit D. As in the case of any project of this scope, minor changes will be made to these drawings; however, these changes will not alter the height proposed nor will they significantly alter the exterior appearance of the building.

Design Review: The Building is subject to the Boston Redevelopment Authority's four-stage design review process. Schematic design review by the Authority, which began in February of 1986, continues on architectural drawings 1 through 28, dated March 12, 1987, by Childs Bertman Tseckares and Casendino, Inc., architects, Boston, MA, listed in Exhibit D. Furthermore, the Authority's continuing design review will encompass exterior construction materials, exterior lighting and all adjacent public and private right of way improvements.

Boston Civic Design Commission: The Developer will submit its schematic design to the Boston Civic Design Commission in late May or early June.

Zoning Relief Required:

1.	Section 8-7:	Use Item #72 - Conditional Use (Parking Facility)
2.	Section 15-1:	Floor area ratio is excessive.
3.	Section 20-1:	Rear yard is insufficient.
4.	Section 21-1:	Set back of parapet is insufficient.
5.	Section 24-1:	Off street loading facilities are insufficient.

EXHIBIT A: Legal Description
EXHIBIT B: Survey
EXHIBIT C: Context Map
EXHIBIT D: List of Schematic Design Plans

EXHIBIT A

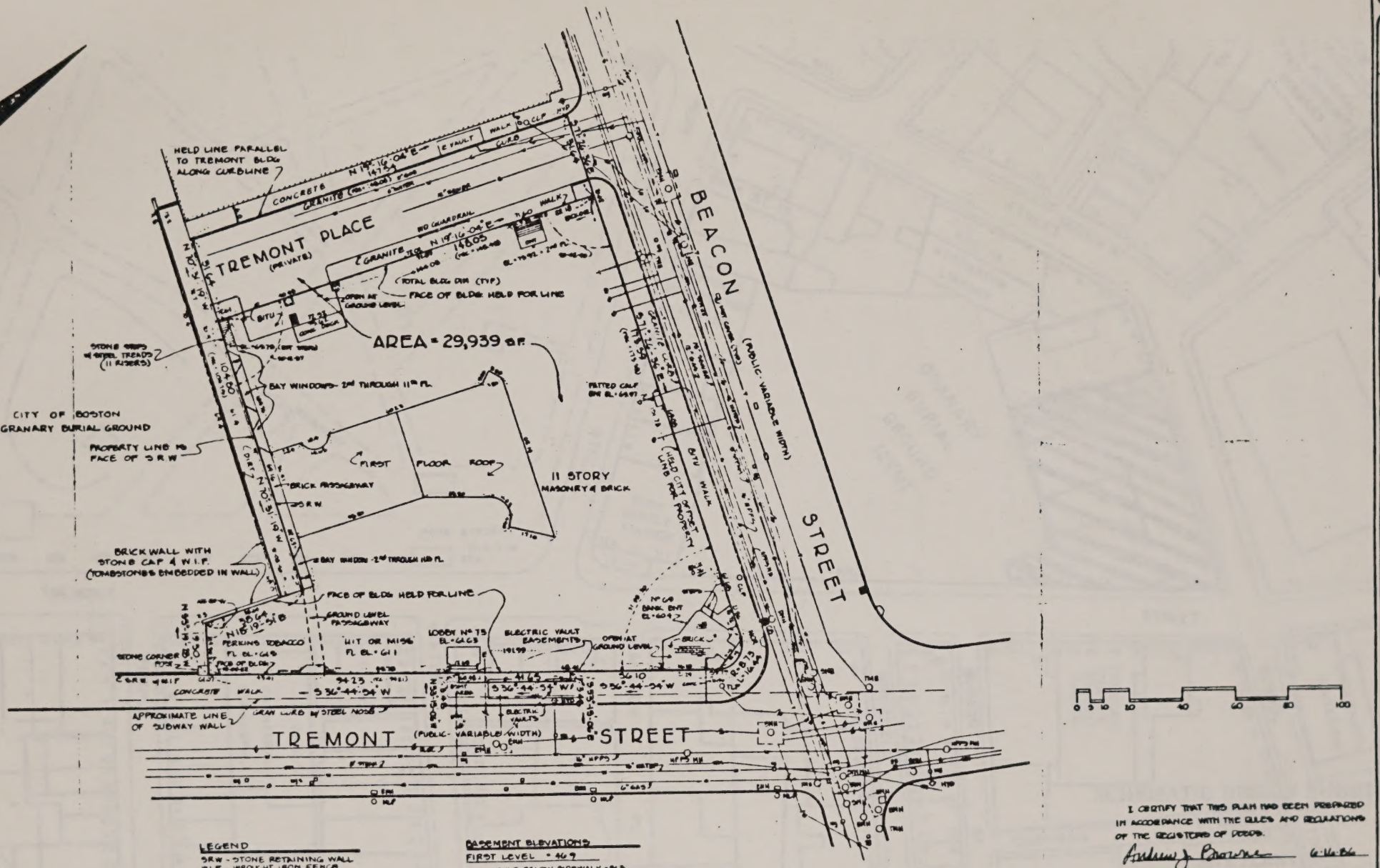
73 Tremont Street, Boston
Property Description

Beginning at a point of the westerly sideline of Tremont Street near the corner of Beacon Street; thence

S36-44-54W, 56.10 feet; thence
S53-15-06E, 3.48 feet; thence
S36-44-54W, 41.65 feet; thence
N53-15-06W, 3.48 feet; thence
S36-44-54W, 94.23 feet, the last five courses by Tremont Street thence,
N55-19-28W, 19.50 feet; thence
N18-19-51E, 38.64 feet; thence
N70-31-19W, a total of 136.44 feet, the last three courses by the City of Boston Granary Burial Ground; thence
N19-16-04E, 147.54 feet on the granite curb, on the westerly side of Tremont Place; thence
S71-26-36E, a total of 205.23 feet by Beacon Street; thence
On a curve to the right of radius 8.73 feet, a distance of 16.44 feet to the point of beginning.

Containing 29,939 Square Feet

EXHIBIT B



LEGEND

SRW - STONE RETAINING WALL
WIF - WROUGHT IRON FENCE
TLP - TRAFFIC LIGHT POLE
MLP - METAL LIGHT POLE
CLP - CONCRETE LIGHT POLE
EHH - ELECTRIC HAND HOLE
SHHH - STEAM HANDHOLE
SMH - SEWER MANHOLE
DMH - DRAIN MANHOLE
EMH - ELECTRIC MANHOLE
TMH - TELEPHONE MANHOLE
CB - CATCH BASIN
HPFS - HIGH PRESSURE FIRE SYSTEM
WV - WATER GATE VALVE
GV - GAS GATE VALVE
HYD - FIRE HYDRANT
WCR - WHEELCHAIR RAMP

BASEMENT ELEVATIONS

FIRST LEVEL - 46.9
VAULT BELOW SIDEWALK - 34.9
UPPER BOILER ROOM - 44.5
BOILER ROOM - 41.0

SECOND LEVEL - 51.7
LOWER LEVEL - BEACON - 32.2
LOWER LEVEL GRANARY - 32.0
(BELOW PLANKS)

NOTE: ELEVATIONS SHOWN REFER TO BOSTON CITY DATUM.
- UNDERGROUND UTILITIES SHOWN ARE FROM FIELD LOCATIONS AND INFORMATION OF RECORD. THEY ARE NOT WARRANTED TO BE EXACT, NOR IS IT WARRANTED THAT ALL UNDERGROUND PIPES OR STRUCTURES ARE SHOWN.

BENCHMARKS - LOCUS'S NO 75 TREMONT EL = 61.06
- LOCUS'S TREMONT TEMPLE EL = 60.98

REFERENCES

- CITY OF BOSTON DPW SURVEY & RECORDS DIVISION: FIELD BOOK 1164 PG 62-66
FIELD BOOK 863 PG 65
- "PLAN OF LAND IN BOSTON, MASS." DATED MARCH 14, 1951 BY WILLIAM S CROCKER - DEED BOOK 6680 PG 466
- "PLAN OF LAND" DATED DEC 30 1886 BY CHAS C PERKINS - DBBD BOOK 1978 PG 592
- DEED BOOK 6680 PG 470
- DBED BOOK 1050 PG 167
- CITY OF BOSTON DPW ENGINEERING DIVISION "WIDENING & RELOCATION PLAN - BEACON ST TO TREMONT ST." DATED JULY 10, 1972
- ELECTRIC VAULT EASEMENTS: DEED BOOK 7460 PG 592
DEED BOOK 7564 PG 17

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERED OF DEEDS.

Andrew J. Brownell 6-16-86

TOPOGRAPHIC PLAN OF LAND
BOSTON, MASS.

R.E. Cameron & Associates, Inc.
881 WASHINGTON ST. - NORWOOD, MASSACHUSETTS 02062

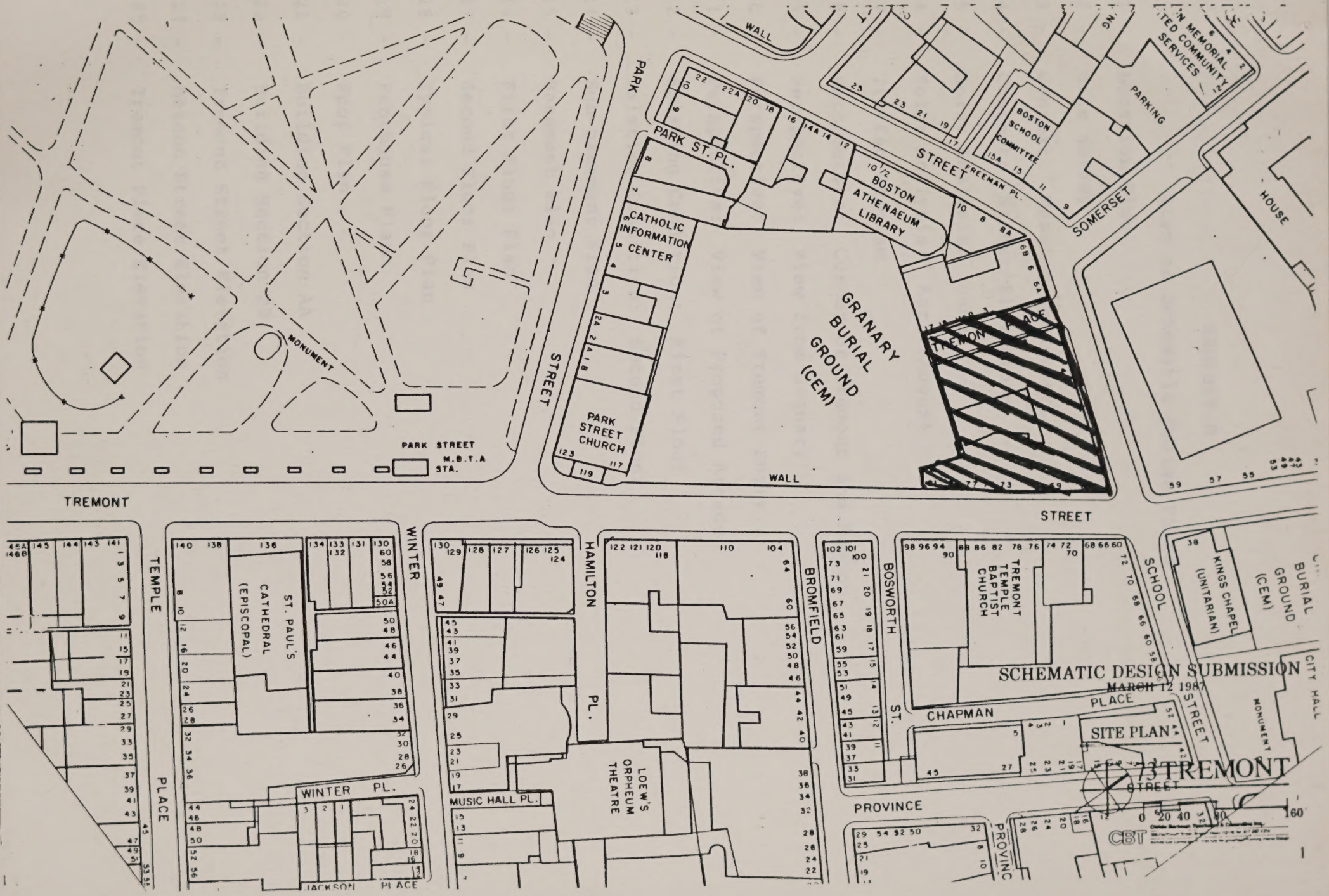

PARK STREET
M.B.T.A
STA.
MONUMENT
PARK
STREET
WALL
PARK ST. PL.
CATHOLIC INFORMATION CENTER
PARK STREET CHURCH
GRANARY BURIAL GROUND (CEM)
BOSTON ATHENAEUM LIBRARY
BOSTON SCHOOL COMMITTEE
PARKING
FREEMAN PL.
SOMERSET
HOUSE
TREMONT
STREET
TEMPLE
PLACE
WINTER
ST. PAUL'S CATHEDRAL (EPISCOPAL)
WINTER PL.
JACKSON PLACE
HAMILTON PL.
BROMFIELD
MUSIC HALL PL.
LOEW'S ORPHEUM THEATRE
BOSWORTH ST.
TREMONT TEMPLE BAPTIST CHURCH
CHAPMAN PLACE
PROVINCE
SCHOOL STREET
KINGS CHAPEL (UNITARIAN)
BURIAL GROUND (CEM)
CITY HALL
MONUMENT
SCHEMATIC DESIGN SUBMISSION
MARCH 12 1987
SITE PLAN
173 TREMONT
STREET
0 20 40 80 160
CBT

EXHIBIT D

List of Schematic Design Plans

1 - Location Plan

2 - Site survey

3 - Context: Massing Axonometric

4 - Context: Street Elevations

5 - Solar Analysis: June

6 - Solar Analysis: April August

7 - Traffic Diagram

8 - Perspective: Corner of Tremont and Beacon

9 - Perspective: View from Granary

10 - Perspective: View of Tremont Entry

11 - Perspective: View of Proposed Arcade

12 - Existing Condition: First Floor

13 - Existing Condition: Second Floor

14 - Sub-basement Plan

15 - Basement Plan

16 - First Floor Plan

17 - Second Floor Plan

18 - Typical Floor Plan

19 - Penthouse Plan

20 - Roof Plan

21 - Building Section AA

22 - Building Section BB

23 - Tremont Street Elevation

24 - Beacon Street Elevation

25 - Tremont Place Elevation

26 - Granary Elevation on Passageway

27 - Enlarged Elevation: Floors 9, 10, 11, 12, 13.

28 - Enlarged Elevation: Granary Elevation

EXHIBIT C

Boston Residents Construction Employment Plan

BOSTON RESIDENTS
CONSTRUCTION EMPLOYMENT PLAN
FOR
73 TREMONT STREET

WHEREAS, Unicorp American Corporation (the "Developer") and the Boston Redevelopment Authority (the "Authority") desire to bring the construction employment benefits of the Project, as hereinafter defined, to residents of the City of Boston, minorities, and women;

WHEREAS, the Mayor's Executive Order of July 12, 1985, entitled "Executive Order Extending the Boston Residents Jobs Policy", and the Development Impact Project Agreement between Developer and the Authority pertaining to the Project dated <>, each require the Developer to prepare and submit and the Authority to approve a construction employment plan;

WHEREAS, the Boston Employment Commission has been established by Chapter 12 of the Ordinances of 1986 as amended by Chapter 17 of the Ordinances of 1986 as amended by Chapter 17 of the Ordinances of 1986 (collectively the "Ordinance") passed by the Boston City Council on July 30, 1986 and August 12, 1986 and signed by the Mayor of the City of Boston, a copy of which is annexed hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, the Developer, the Authority, the Commission and OJCS agree that the approved construction employment plan (this "Plan") for the Project is as follows:

Section I: DEFINITIONS

As used in this Plan, the following terms shall have the meanings set forth below. Capitalized terms used in this Plan without definition which are defined in the Ordinance shall have the meanings ascribed to them in the Ordinance.

1.1 Contractor: The general contractor for the Project engaged from time to time by the Developer, and, where the context requires, any subcontractor thereto.

1.2 On-Site Monitor: an individual employed by the Contractor whose responsibility will be (i) to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards and (ii) the daily implementation of this Plan. As used in paragraphs 3.5 and 3.6 the phrase "On-Site Monitor" shall also include the individual designated by each subcontractor to serve as compliance officer for the purpose of pursuing the Boston Residents Employment Standards.

1.3 Project: The rehabilitation and expansion of an office building with office, retail and/or restaurant uses containing approximately 296,000 square feet of gross floor area on a parcel of land bounded by Tremont and Beacon Streets, Tremont Place and Granary Burial Ground.

Section II: GENERAL REQUIREMENTS

2.0 Developer shall use Best Efforts to ensure that the Boston Residents Construction Employment Standards are met by its Contractor in constructing the Project.

2.1 The Developer shall incorporate into its construction contract with Contractor and shall require Contractor to incorporate into each of its subcontracts provisions requiring that Contractor and each subcontractor engaged in construction in connection with the Project comply with this Plan. The incorporation by reference of this Plan into any such construction contract or subcontract shall satisfy such obligation.

2.2 Documentation of the Developer's compliance herewith shall be maintained by the Developer; documentation of the Contractor's compliance herewith shall be maintained by the On-Site Monitor. The Developer shall provide copies of such documentation to OJCS as required herein or as requested from time to time by the Authority, OJCS or the Commission.

2.3 The Developer shall cause the Contractor to prepare a projection of work force needs over the course of construction of the Project and to complete the Projected Work Force Form attached hereto as Exhibit B and incorporated herein by this reference. Contractor shall update such projection periodically during the course of construction of the Project, but not more frequently than quarterly.

2.4 The Commission shall make determinations as to compliance by Developer and Contractor with the Boston Residents Construction Employment Standards at time intervals as set out in one of the following two schedules, whichever allows for more frequent determinations:

(1) When the Project is 25, 50, 75 and 100 percent complete, or,

(2) Every three months from the date of commencement of construction of the Project.

"Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on the Project as set forth in the projection of work force

needs shown on the Projected Work Force Form submitted pursuant to paragraph 2.3.

2.5 The Developer shall maintain, and shall cause Contractor to maintain records necessary to ascertain compliance with this Plan for one (1) year after the issuance of a Certificate of Occupancy for the shell and core of the Project.

2.6 The Developer shall meet with the Contractor no less frequently than weekly throughout the period of construction of the Project to review the Construction Employment Standards. The Developer shall record and maintain minutes of such meetings and forward copies thereof of OJCS within ten (10) calendar days of such meetings.

2.7 The Developer shall require that the Contractor and each subcontractor designate an individual to serve as compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards.

Section III: PROCEDURES

3.0 The Developer shall furnish to the Authority and OJCS the name, title, business address and telephone number of the person designated as the On-Site Monitor.

3.1 Prior to the start of construction, the Developer and the Contractor shall meet with representative of OJCS for the purpose of discussing and agreeing upon the methods and procedures for the implementation of the provisions of this Plan. Such meeting (the "Pre-Construction Conference") shall be attended by subcontractors to the Contractor then selected, if any, who shall have been notified by mail of the time, place, and purpose of such Pre-Construction Conference at least three (3) days in advance thereof.

3.2 Prior to the start of construction, the Contractor and each subcontractor to the Contractor then selected, if any, shall meet with appropriate representatives of the construction trades unions, OJCS, and the Authority for the purpose of reviewing the Boston Residents Construction Employment Standards and the estimated employment requirement for construction workers over the course of construction of the Project.

3.3 Within three (3) days after the employment or assignment of a worker to work on the Project, the Contractor and each subcontractor will obtain from such worker a completed and signed Residency Verification Form in the form attached hereto as Exhibit C. The Residency

Verification Form shall be submitted to OJCS together with the first Weekly Utilization Report on which such worker's employment is first reported. If the Contractor or the subcontractor shall have requested a worker to complete such Residency Verification Form and the worker shall have refused to do so, in lieu of such Residency Verification Form the Contractor or subcontractor shall submit a sworn statement that the worker has been requested to complete and sign such form but has refused.

3.4 One week following the commencement of construction of the Project and each week thereafter until such work is completed the On-Site Monitor shall complete and submit to OJCS for the week just ended Weekly Utilization Reports in the form attached hereto as Exhibit D. In lieu of submitting the form attached hereto, the On-Site Monitor may submit payroll records containing the same information as is required on the form attached hereto as Exhibit D.

3.5 All persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made shall be referred by such person to OJCS. The On-Site Monitor shall forward in writing to OJCS, within two business days of receipt thereof, the names, home addresses and telephone numbers of all persons applying directly to the Contractor or any subcontractor for employment in construction of the Project who are not employed by the person to whom application for employment is made. The On-Site Monitor shall keep a written record of all referrals made to OJCS pursuant to this paragraph 3.5 of any person who was referred to the Contractor or any subcontractor by OJCS but was not hired, and the reasons why any person so referred was not hired. It shall be a sufficient reason for failure to hire any person so applying or referred that employment of such person would not comply with any union security clauses contained in any applicable collective bargaining agreements to which construction of the Project is subject.

3.6 Each request for qualified construction workers made by the Contractor or any subcontractor to a union hiring hall, business agent, or contractor's association shall contain a recitation of the Boston Residents Construction Employment Standards in the Form attached hereto as Exhibit E and a request that referrals for construction positions be referred in the same proportion as such Boston Residents Construction Employment Standards; provided, however, that if at the time of any such labor request the requesting party's work force composition falls short of the Boston Residents Construction Employment Standards in any one or more categories, such

labor request shall seek referrals in such proportion among such categories as would be necessary to more fully achieve the proportions set forth in the Boston Residents Construction Employment Standards. In the event that the union hiring hall, business agent or contractor's association to whom or which such a request has been made fails to fully comply with such request, the requesting party's On-Site Monitor shall seek written confirmation from the union hiring hall, business agent, or contractor's association that there are insufficient workers in the categories specified in such request then shown on the list of unemployed workers maintained by such union hiring hall, business agent, or contractor's association that there are insufficient workers in the categories specified in such request then shown on the list of unemployed workers maintained by such union hiring hall, business agent or contractor's association. Copies of any confirmation so obtained shall be submitted promptly to OJCS. Copies of any request for qualified workers made at a time that the requesting party's work force composition falls short of any one or more of the Boston Residents Construction Employment Standards shall be forwarded contemporaneously to the Skills Bank.

3.7 Representatives of OJCS may visit periodically the site of the Project during normal working hours to verify the information in the Weekly Utilization Reports, Residency Verification Forms, or other documentation submitted by the Contractor or the Developer. Such representatives shall comply with all safety and site control requirements imposed by the Contractor.

Section IV: DETERMINATION OF COMPLIANCE

4.0 Failure by the Developer or the Contractor, as the case may be, as determined by the Commission at the determination intervals set forth in paragraph 2.4 hereof, (i) to comply with the Boston Residents Construction Employment Standards, (ii) to comply with this Plan, or (iii) to use Best Efforts in attempting to comply with the Boston Residents Construction Employment Standards, shall constitute non-compliance herewith. Any independent determination by the Authority of non-compliance as herein defined shall be made only after the Authority has held a public hearing upon the issue of such non-compliance, notice of which shall have been given in writing to the Developer and the Contractor at least fourteen (14) days prior to such hearing.

Section V: SANCTIONS

5.0 Pursuant to and in accordance with the Ordinance, the Developer shall deposit into the escrow fund established by the Commission pursuant to the Ordinance an amount equal to one tenth on one percent (0.1%) of the total cost of construction as stated in the building permit application for the Project. Such deposit shall be made upon the issuance of a building permit for the Project. Such deposit shall secure the obligation of the Developer to pay, or cause the Contractor to pay, any fines recommended by the Commission by reason of the non-compliance herewith of the Developer or Contractor, as the case may be, and shall be held until the Commission has issued a Certificate of Compliance indicating that the Developer and Contractor has complied with this Plan or have satisfied any fines recommended by the Commission.

5.1 All fines recommended by the Commission in accordance with the Ordinance shall be deemed imposed upon the Developer by the Authority in its capacity as the contracting agency within the meaning of the Ordinance.

5.2 The Developer and the Contractor shall be subject to such sanctions as are authorized by the Ordinance.

Section VI: MISCELLANEOUS

6.0 The provisions of this Plan are severable, and if any shall be held invalid, unconstitutional or otherwise unenforceable by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

6.1 This Plan shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

6.2 All notices required or permitted to be given under this Plan shall be in writing signed by duly authorized officers, and shall be deemed delivered if mailed, postage prepaid, by registered or certified mail, return receipt requested, or delivered by hand to the principal office of the party to which it is directed, which is as follows unless otherwise designated by written notice to the other party:

Developer: Unicorp American Corporation
c/o The Leggat McCall Companies
Ten Post Office Square
Boston, MA 02109
Attn: J. Brad Griffith

with a
copy to: John F. Bok
Csaplar & Bok
One Winthrop Square
Boston, MA 02110

Authority: Boston Redevelopment Authority
One City Hall Square, 9th Floor
Boston, Massachusetts 02201
Attention: Director's Office

Commission: Boston Employment Commission
15 Beacon Street
Boston, Massachusetts
Attention: Executive Director

OJCS: Mayor's Office of Jobs and
Community Services
15 Beacon Street
Boston, Massachusetts
Attention: Director

6.3 Section titles of this Plan are for convenience of reference only and shall be disregarded in construing any provision hereof.

6.4 The provisions of this Plan shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Authority, the Commission and OJCS and the successor owners of the Project.

6.5 In the case of any inconsistency between the provisions of this Plan and of the Ordinance, or of the provisions of any rules or regulations which may be adopted by the commission pursuant to the Ordinance, the provisions of the Ordinance, or of such rules of regulations, shall govern.

In WITNESS WHEREOF, the undersigned have caused this Plan to be executed and delivered on the day of , 1987.

UNICORP AMERICAN CORPORATION

By_____
Title:

APPROVED AS TO FORM:

_____
Chief General Counsel

BOSTON REDEVELOPMENT AUTHORITY

By_____
Stephen Coyle, Director

BOSTON EMPLOYMENT COMMISSION

By_____
Kristen McCormack,
Executive Director

MAYOR'S OFFICE OF JOBS
AND COMMUNITY SERVICES

By_____
Kristen McCormack, Director

Exhibit A

COUNCILLOR MENINO

SUBSTITUTION

CITY OF BOSTON

IN THE YEAR NINETEEN HUNDRED AND EIGHTY SIX

AN ORDINANCE

ESTABLISHING THE BOSTON EMPLOYMENT COMMISSION

Be it ordained by the City Council of Boston, in accordance with the provisions of Massachusetts General Laws Chapter 43B, Section 13, and any other applicable law, as follows:

Preamble: Policy of the City of Boston

WHEREAS there is a need to ensure that Boston residents receive maximum benefits from the growing private economy of their city and the economic resurgence of office, hotel, retail, institutional, and unsubsidized residential development, including the permanent jobs which emanate from this economic expansion; and

WHEREAS there is unemployment and underemployment in the City of Boston, both among majority and minority residents; and

WHEREAS Boston is experiencing a resurgence in its economy that is creating the potential for unprecedented economic opportunity; and

WHEREAS Boston has fully established itself as the economic center for the entire New England region and is generating wealth and revenues for people throughout the region; and

WHEREAS one principal aspect of a strong and vibrant city is the ability of its breadwinners to gain access to secure jobs that pay a living wage; and

WHEREAS Black, Hispanic, Asian and Native American residents of the City of Boston, as well as women residents

AN ORDINANCE

have historically been underrepresented in the workforce; and

WHEREAS an Ordinance establishing the Boston Residents Jobs Policy, Ordinances of 1983, Chapter 30, was promulgated to insure that Boston residents, minorities, and women receive job preference in projects that have city funds or state or federal funds administered by the city; and

WHEREAS the Mayor issued an Executive Order relating to the Boston Residents Jobs Policy, dated July 12, 1985, which established Resident Construction Employment Standards to further ensure employment for Boston residents, minorities, and women; and

WHEREAS under the Boston Residents Jobs Policy, Boston residents are enjoying greatly improved access to jobs in the downtown construction industry; and

WHEREAS it is the policy of this City government to ensure that all people enjoy fair and open access to employment in permanent jobs in the private sector; and

WHEREAS it can be shown that broader cooperation from the private sector can produce meaningful employment opportunities for Boston residents who want and need them; and

AN ORDINANCE

WHEREAS job placement is contingent upon proper job training and without necessary skills some Boston residents cannot secure permanent jobs; and

WHEREAS it is essential to the success of the 1983 Boston Residents Jobs Policy Ordinance and the 1985 Mayor's Executive Order that projects and employment plans be monitored, that findings be made with respect to compliance, and that recommendations for sanctions be determined, and that all this be done in a manner that provides for the due process rights of all parties; and

WHEREAS it is essential to engender an atmosphere of cooperation between the public and private sectors with respect to permanent jobs for Boston residents, minorities, and women; and

WHEREAS the following is declared to be in the public interest; now

THEREFORE, be it ordained as follows:

SECTION ONE: Definitions

For the purposes of this Ordinance, the following definitions shall apply, unless the context otherwise requires:

(1) "Best Efforts." Developers and contractors may rely on traditional referral methods in the hiring of journeymen, apprentices, advanced trainees and helpers. Developers and contractors also shall implement affirmative action steps which include the following to the extent that such steps do not conflict with any applicable collective bargaining agreements:

As to Contractors:

(i) The contractor shall designate and shall require each subcontractor to designate an individual to serve as a compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards ("Standards").

(ii) Prior to the start of construction, the contractor and each subcontractor then selected shall meet with appropriate representatives of the construction trade unions, representatives from the Mayor's Office of Jobs and Community Services, and the awarding or contracting authority for the purpose of reviewing the Standards and the estimated employment requirements for construction

activity over the construction period of the Covered Project.

(iii) Whenever any person involved in the construction of a Covered Project makes a request to a union hiring hall, business agent or contractor's association for qualified construction workers, the request shall ask that those qualified applicants referred for construction positions be referred in the proportions specified in the Boston Resident Construction Employment Standards and shall, further, contain a recitation of such Standards. However, if the requesting party's workforce composition at any time falls short of any one or more of the proportions specified in the Standards, the requesting party shall adjust his or her request so as to seek to more fully achieve the proportions specified in the Standards. If the union hiring hall, business agent or contractor's association to whom a request for qualified employees has been made fails to fully comply with such request, the requesting party's compliance

officer shall seek written confirmation from the hall, agent or association that there are insufficient employees in the categories specified in the request and that such insufficiency is documented on the unemployed list maintained by the hall, agent or association. Copies of any confirmation so obtained shall be forwarded to the Commission. Copies of any requests for qualified employees made at a time that the requesting party's workforce composition falls short of any one or more of such Standards shall be forwarded contemporaneously to the Skills Bank.

(iv) All persons applying directly to the Contractor or any subcontractor for employment in construction on a Covered Project who are not employed by the party to whom application is made shall be referred by said party to the Mayor's Office of Jobs and Community Services, and a written record of such referral shall be made by said party, a copy of which shall be sent to such Office of Jobs and Community Services.

(v) Contractors shall maintain a current file of the

names, addresses, and telephone numbers of each Boston resident, minority, and woman who has sought employment with respect to a Covered Project, or who was referred to the contractor by the Mayor's Office of Jobs and Community Services but was not hired. The contractor shall maintain a record of the reason any such person was not hired. If the construction of the Covered Project is subject to any union collective bargaining agreements, it shall be deemed a sufficient reason for failure to hire that the applicant for employment was not a union member.

(vi) The contractor shall in a timely manner complete and submit to the Commission a projection of workforce needs over the course of the construction of the Covered Project. Such a submission shall reflect needs by trade for each month of the construction process.

(vii) The contractor shall obtain from each worker employed in the construction of the Covered Project a sworn statement containing the worker's name and place of residence.

(viii) One week following the commencement of construction of the project, and each week thereafter until such work is completed, the contractor shall complete and submit to the Mayor's Office of Jobs and Community Services for the week just ended a report which reflects (a) for each employee, the employee's name, place of residence, race, gender, trade and the total number of worker hours he or she worked, and (b) the total worker hours of its total workforce.

(ix) The contractor and each subcontractor shall maintain records reasonably necessary to ascertain compliance with the steps detailed in clauses (i) through (viii) hereof for at least one year after the issuance of a Certificate of Occupancy for the Covered Project. In its review of records of a construction project submitted to demonstrate compliance with these steps, the Commission shall take into consideration any affirmative action outreach programs and affirmative action job

training programs of the particular trades participating in the Covered Project.

As to Developers:

(x) Developers of Covered Projects shall incorporate in every general construction contract or construction management agreement an enumeration of the Standards and shall impose a responsibility upon any such general contractor or construction manager to take all steps enumerated in clauses (i) - (ix) in Section One (1) and to incorporate such Standards in all subcontracts and impose upon all subcontractors the obligation to take such steps.

(xi) The developer shall meet with the contractor no less frequently than weekly throughout the period of construction of the Covered Project to review the contractor's compliance with such Standards and steps. The developer shall maintain minutes of such meetings and shall forward a copy of such minutes to the Mayor's Office of Jobs and Community Services within ten (10) days of each such meeting.

(xii) The developer shall comply with the escrow deposit requirements of Section Eight hereof.

(2) "Boston Employment Commission", hereinafter "Commission." There shall be in the City a Commission known as the Boston Employment Commission, consisting of seven (7) members, all appointed by the Mayor. The Commission shall have the powers and duties set forth in Section Three herein. The members of the Commission shall be deemed special municipal employees for purposes of Chapter 268A of the Massachusetts General Laws.

(3) "Boston Resident." Any person for whom the principal place where that person normally eats and sleeps and maintains his or her normal personal and household effects is within the city limits of the City of Boston.

(4) "Boston Residents Construction Employment Standards." The standards as contained below:

(i) At least fifty percent (50%) of all Worker-Hours on a craft-by-craft basis in Covered Projects shall be worked by Boston Residents;

(ii) At least twenty-five percent (25%) of all

Worker-Hours on a craft-by-craft basis in Covered Projects shall be worked by Minority Persons;

(iii) At least ten percent (10%) of all Worker-Hours on a craft-by-craft basis in Covered Projects shall be worked by women.

(5) "Boston Resident New Hire Goals" The Commission will determine baseline hiring goals for Boston residents, minorities and women, such determination to be based upon a consideration of:

(i) current workforce composition;

(ii) the composition of the workforce that is unemployed;

(iii) numbers and categories of new job opportunities being created in Boston; and

(iv) an examination of employment trends in Boston over the last 5 years.

The Commission shall reevaluate annually, and modify if appropriate, such goals based upon the number of permanent full-time equivalent new hires of Boston residents, minorities and women during the previous calendar year.

(6) "Covered Projects." All projects, contracts, or

AN ORDINANCE

agreements within the jurisdiction of:

(i) the Boston Residents Jobs Policy, Ordinances of 1983, Chapter 30 (hereinafter referred to as "Jobs Ordinance") and for which the contract or agreement is executed after the effective date of this ordinance; and

(ii) any new construction or substantial rehabilitation project in the city to which any partial or full building permit has not already been issued for this specific construction or rehabilitation, dedicated to a retail, restaurant, and/or institutional use as defined in the Boston Zoning Code, which requires approval by the Zoning Board of Appeals and in which it is proposed to erect a structure or structures having a total gross floor area (exclusive of all accessory parking garage space) in excess of one hundred thousand (100,000) square feet or to enlarge or extend a structure or structures so as to increase its (or their) gross floor area (exclusive of all accessory parking

garage space) by more than one hundred thousand (100,000) square feet or to substantially rehabilitate a structure or structures having, or to have, after rehabilitation, a gross floor area (exclusive of accessory parking garage space) of more than one hundred thousand (100,000) square feet.

(7) "Major Employer." Any corporation, partnership, individual, or institution which employs more than five hundred people to work within the City of Boston.

(8) "Mayor's Office of Jobs and Community Services," hereinafter "OJCS". The agency within the City of Boston government responsible for compiling compliance information in accordance with the Boston Residents Construction Employment Standards and the Minority Business Enterprise/Women's Business Enterprise Programs.

(9) "Minority Business Enterprise" ("MBE") A business organization in which 51% in the aggregate of the beneficial ownership is held by one or more minority persons.

(10) "Womens Business Enterprise" ("WBE") A business organization in which 51% in the aggregate of the beneficial ownership is held by one or more women.

(11) "Minority Person" or "Minority". Any person who is Black, Hispanic, Asian, or Native American, as these terms are defined by the United States Census Bureau.

(12) "Permanent Job." Any full-time position, or its equivalent, that an employer would fill year-round and continue to fill indefinitely in a particular location.

(13) "Skills Bank." A job screening and referral bank maintained by OJCS, which shall refer residents to available jobs and/or to appropriate training programs, including but not limited to, programs offered at the Hubert Humphrey Occupational Resource Center.

(14) "Voluntary Employment Plan." Any plan to promote hiring for jobs in Boston of Boston residents, minorities, and/or women developed by a Major Employer or a group of Major Employers.

(15) "Worker-Hours." The sum total of all hours worked by all persons performing construction work.

SECTION TWO: Scope of Jurisdiction

The Commission's jurisdiction shall extend to: (1) Covered Projects and (2) assistance in the formulation and monitoring

of Voluntary Employment Plans.

SECTION THREE: Powers and Duties

A. Covered Projects

(1) The Commission shall make determinations as to compliance by developers and contractors with the Boston Residents Construction Employment Standards. The Commission shall gather and receive compliance information from OJCS, investigate noncompliance complaints, make compliance determinations and, where appropriate, shall recommend sanctions to the awarding or contracting authority. The Commission may gather compliance information at any time and shall make compliance determinations in phases for each Covered Project in accordance with Sections Five, Six and Seven herein. For projects under construction upon the passage of this ordinance, all existing contracts and agreements shall remain in full force and effect and the provisions of this ordinance shall not otherwise apply.

(2) The Commission shall have the authority to require developers of Covered Projects to submit: (i) detailed plans which show how the developer intends to meet the Boston Residents Construction Employment Standards; and (ii) detailed plans which show how the developer intends to meet MBE/WBE goals contained in or applicable to City contracts.

(3) In the review of such detailed plans, the Commission shall consider any affirmative action outreach programs and affirmative action job training programs of the particular trades participating in the Covered Project and participation, if any, of the developer or the contractor in any such program.

(4) The Commission shall monitor MBE/WBE goals contained in or applicable to City contracts. The Commission shall receive compliance information from OJCS and shall recommend to the awarding or contracting authority appropriate remedies for

noncompliance.

(5) The Commission shall monitor Davis-Bacon Act requirements contained in City agency or authority contracts. The Commission shall receive complianceinformation and shall forward any information concerning apparent noncompliance to appropriate federal agencies.

B. Voluntary Employment Plans

(1) The Commission shall meet with a group of representatives of Major Employers to review voluntary aggregate hiring goals set by said employers.

(2) The Commission shall receive information concerning the success in meeting the voluntary aggregate hiring goals.

The Commission shall encourage a group representing the Major Employers to issue an annual public report on the success of this effort and of voluntary business programs such as Boston Summer Jobs Program, the Boston Compact and BostonWorks.

(3) The Commission shall encourage Major Employers to adopt Voluntary Employment Plans, which promote a collaboration between the public and private sectors to expand employment opportunities for Boston residents, minorities and women. The Commission shall encourage Major Employers to incorporate the Boston Resident New Hire Goals in their Voluntary Employment Plans. The Commission shall advise OJCS and other City agencies of the amounts and types of assistance identified by Major Employers as being necessary to achieve the goals included in their Voluntary Employment Plans. Such assistance may include, but is not limited to, job training, adult literacy and referral services. The Commission may conduct surveys to assess the progress made toward hiring goals as to Boston residents, minorities and women.

C. General

(1) The Commission shall have the authority to promulgate regulations as to matters within the

AN ORDINANCE

Commission's purview after public notice and hearing and upon a majority vote of all members.

(2) The Commission shall cause to be created, in conjunction with the Mayor's Office of Jobs and Community Services, a job training program. Said job training program shall be conducted at the appropriate sites which may include the Hubert Humphrey Occupational Resource Center, or its successor, or other appropriate skills training facilities. The purpose of said training program is to provide skills training to any Boston Resident in order to be fully qualified for entry into existing apprenticeship programs or jobs. Subject to appropriation by the Mayor and the City Council, any fines levied against the escrow fund set out in Section Eight shall be for the benefit of this jobs training program and no other.

SECTION FOUR: Composition

The Commission shall be composed of seven (7) members, all of whom shall be appointed by the Mayor. The Commission shall

be representative of the interests of business, minorities, women, organized labor, Boston Building Trades Council, and the Mayor's Jobs Liaison Committee. Members of the Commission shall have demonstrated commitment to equal employment opportunity. All members of the Commission shall be Boston residents or shall maintain their principal place of business in Boston.

(1) Term of Office

Commission members shall be appointed to two-year terms, and members shall serve until their successors are duly appointed. If a vacancy on the Commission occurs before a term expires, that vacancy shall be filled by appointment by the Mayor for the balance of the unexpired term.

(2) Removal

The Mayor may remove a member for just cause by filing a written statement to that effect with the City Clerk. Reasons for just cause shall include but not be limited to a pattern of nonattendance, lack of residency or employment in the City of Boston, noncompliance with the procedures established under Section Five herein, failure to disclose conflicts of interest,

incapacity due to illness, or conviction of a crime. The Mayor's determination that just cause for removal exists shall be conclusive.

(3) Chair

The Chairperson of the Commission shall be designated by the Mayor and shall serve in that capacity for a term of two years.

(4) Quorum

In no event shall a quorum be fewer than four members of the Commission.

(5) Voting

Every vote of the Commission shall require an affirmative vote of no fewer than four (4) members of the Commission.

SECTION FIVE: Procedures

Actions or determinations under Section Seven, Eight or Nine herein shall be taken or made in accordance with the following administrative procedures:

(1) Hearings and Notice to Parties. A party subject to the jurisdiction and recommendation power of the Commission shall be entitled to a hearing and shall

be given at least fourteen (14) calendar days notice of any such hearing directly affecting his or her interests, such notice to be in writing to the party and sent by mail, postage prepaid, first class, to the party's usual place of business.

(2) Method. Decisions to recommend sanctioning a party shall require a majority vote of the Commission. The Commission shall adopt procedures, voted by a majority of all members, to establish the time, place, and manner for its members to meet and vote and for making determinations of compliance and recommendations to awarding authorities or agencies. All protections necessary to fulfill due process requirements shall be incorporated in the aforementioned procedures. Such procedures an any revisions to such procedures shall be submitted in writing to the Mayor and OJCS within twenty-one (21) calendar days of their scheduled adoption.

(3) Public Meetings. The Commission shall be subject to the requirements of the Massachusetts Open Meetings Law, G.L. c.39, §23A-C.

(4) Records.

The Commission shall keep records of its meetings and shall record no less than the following: the time and place of the meeting; the topic(s) discussed at the meeting; members in attendance at the meeting; any votes taken; and any disclosure by members of conflicts of interest. The Chairperson or his or her designee shall maintain such records in a good and legible condition. The records shall be available for inspection by any member of the public upon reasonable notice.

SECTION SIX. Standards for Compliance

The Commission shall use the Boston Residents Construction Employment Standards to monitor compliance of Covered Projects with this ordinance. A Covered Project shall be deemed to be in compliance if (1) the statistical monitoring data at the relevant determination date, as set forth in Section Seven hereof shows compliance with the Boston Residents Construction Employment Standards; or (2) if the Commission determines that Best Efforts have been made to comply with the Boston Residents

Construction Employment Standards.

SECTION SEVEN: Determination of Compliance

The Commission shall make determinations as to compliance by developers and contractors of Covered Projects with the Boston Resident Construction Employment Standards at time intervals as set out in one of the following two schedules, whichever allows for more frequent determinations:

(1) When the Covered Project is 25, 50, 75 and 100 percent complete, or,

(2) Every three months from the date of commencement of the Covered Project.

"Percent complete" shall be measured by the percentage of the total worker hours expected to be worked on the project. The Commission shall monitor that percentage and shall include it in its monitoring reports.

SECTION EIGHT: Establishment of Escrow Fund

An escrow fund shall be established for each project which is a Covered Project, as defined in Section One (6)(ii) herein. Payment into the escrow fund shall be made by the developer when the developer secures permanent financing for

the Covered Project. The developer shall pay into the escrow fund an amount equal to one-tenth of one percent (.1%) of the total construction cost of the project as stated in the building permit application for the Covered Project; provided, however, that if either the developer or contractor has been subject to a determination of noncompliance at more than two determination dates in any prior Covered Project in which they have participated in the preceeding twenty-four months, the amount of the escrow fund required for the Covered Project shall be two-tenths of one percent (.2%) of such construction cost. The developer shall deposit these funds with an escrow agent agreed upon by the parties pursuant to an escrow agreement to which the Commission, the awarding or contracting agency and the developer are parties, who shall hold said fund for the purpose of satisfying any accrued fines levied in relation to a project.

The escrow agent, at the time of deposit into the escrow account, shall deduct all fines which have accrued against the fund to that date. There shall be a written escrow agreement detailing the terms under which the escrow funds are held.

Such agreement shall provide, at a minimum, that any demand for payment from the escrow account which is made upon the escrow agent by the awarding or contracting authority shall be made in writing and shall be accompanied by a written statement of the reason for such demand, including any factual findings supporting such reason. The demand shall further instruct the escrow agent that he/she is to take no action on the demand for at least forty-eight (48) hours after receipt. A copy of the demand shall be simultaneously served upon all other parties to the escrow agreement.

Interest, if any, accrued by the fund, shall remain in and become a part of the escrow fund until such time as the fund shall be released. When all necessary permits for the use of the building have been issued to the developer, including but not limited to an occupancy permit and a finding of compliance has been made by the Commission, all monies in the escrow fund, including any accrued interest, shall be released and returned to the developer.

SECTION NINE: Sanctions

The Commision shall have the authority to recommend to the

awarding or contracting agency that sanctions against the developers and contractors of Covered Projects be imposed for noncompliance with the Boston Residents Construction Employment Standards and/or for non-compliance with section Three (A)(2) of this ordinance. The Commission shall recommend the imposition of any or all three of the following sanctions:

(1) Fines to a maximum of three hundred dollars ($300.00) for each violation as determined by the Commission when such developer or contractor was not in compliance, as defined in Section Six, each day of non-compliance to be considered as a separate violation, to be levied against the escrow fund as established by Section Eight herein, provided that fines may still be levied and will still be due if the escrow account is exhausted;

(2) Preclusions from the award of municipal contracts and competitions for public development rights for a period of up to three (3) years, provided that this sanction may only be recommended at the

completion of the Covered Project; or

(3) Sanctions as authorized by the Jobs Ordinance or incorporated in contracts.

The recommendation of sanctions under this section shall not preclude and shall be in addition to any action or sanction authorized by contract or agreement or otherwise authorized by law.

SECTION TEN: Staffing

The Commission shall have staff consistent with the Commission's purpose. The Director of OJCS shall be the Executive Director of the Commission, provided, however, that said Director shall be wholly compensated for his/her duties as Director from the budget of OJCS.

SECTION ELEVEN: Conflicts of Interest

No member shall appear before the Commission or represent any person, firm, corporation or other entity in any matter pending before the Commission. Members shall not participate in a discussion or a decision of the Commission on any matter in which they are directly or indirectly interested in a personal or a financial sense. Any disclosure of conflict of

interest shall be entered into the records of the Commission.

SECTION TWELVE: Severability

The provisions of this ordinance are severable, and if any provision shall be held invalid or unconstitutional by a decision of any court of competent jurisdiction such invalidity shall not impair, or otherwise affect, any other provisions of this ordinance.

SECTION THIRTEEN: Effective Date

This ordinance shall take effect 30 days after enactment.

Boston Residents Jobs Policy
History & Employment Standards

It is the policy of the City of Boston to comply with all laws and regulations concerning the hiring of workers in the construction process regarding federally assisted, city sponsored, and privately funded developments within the City limits.

The purpose of this document is to provide compliance information to developers and contractors so that they may more easily achieve compliance regarding the Boston Construction Employment Standards.

HISTORY

Chapter 30 of the Ordinances of 1983 established the Boston Resident Jobs Policy.

The Mayor's Executive Order of July 12, 1985, entitled Executive Order Extending the Boston Residents Jobs Policy, requires the Developer to prepare and submit and the Authority to approve a construction employment plan.

The Boston Employment Commission has been established by an ordinance passed by City Council on July 30, 1986 and signed by the Mayor of the City of Boston. The Commission was created for the purpose of ensuring that findings may be determined with respect to compliance of the Boston Resident Job Policy in a manner that is comprehensive, consistent, and fair for all parties involved.

EMPLOYMENT STANDARDS:

The Boston Resident Construction Employment Standards as set forth in the Mayor's Executive Order of July 12 1985 entitled Executive Order Extending the Boston Residents Job Policy, attached hereto as Exhibit A and adopted by the Boston Redevelopment Authority on July 26,1985. Specifically, the Executive Order requires that the Developer's Construction Employment Plan shall ensure that on a craft-by-craft basis for construction employment for the Project, the following Boston Residents Construction Standards are met:

(1) at least fifty (50) percent of the total employee workerhours in each shall be by bona-fide Boston residents;

(2) at least twenty-five (25) percent of the total employee workerhours in each trade shall be by minorities; and

(3) at least ten (10) percent of the total employee workerhours in each trade shall be by women.

For the purposes of this Plan, employees shall include persons filling apprenticeship and on-the-job training positions.

EXCERPT FROM BRJP
BOSTON EMPLOYMENT COMMISSION
ORDINANCE

BEST EFFORTS

Developers and Contractors may rely on traditional referral methods in the hiring of journeymen, apprentices, advanced trainees and helpers. Developers and contractors also shall implement affirmative action steps which include the following to the extent that such steps do not conflict with any collective bargaining agreements:

CONTRACTOR'S BEST EFFORTS:

1. The contractor shall designate and shall require each subcontractor to designate an individual to serve as a compliance officer for the purpose of pursuing the Boston Residents Construction Employment Standards ("Standards").

2. Prior to the start of construction, the contractor and each subcontractor then selected shall meet with appropriate representatives of the construction trade unions, representatives from the Mayor's Office Of Jobs and Community Services, and the awarding or contracting authority for the purpose of reviewing the Standards and the estimated employment requirements for construction activity over the construction period of the Covered Project.

3. Whenever any person involved in the construction of a Covered Project makes a request to a union hiring hall, business agent or contractor's association for qualified workers, the requestor shall ask that those qualified applicants referred for construction positions be referred in the proportions specified in the Boston Resident Construction Employment Standards and shall, further, contain a recitation of of such Standards. However, if the requesting party's workforce composition at any time falls short of any one or more of the proportions specified in the Standards, the requesting party shall adjust his or her request so as to seek to more fully achieve the proportions as specified in the Standards. If the union hall, business agent or contractor's association to whom a request for qualified employees has been made fails to fully comply with such a request, the requesting party's compliance officer shall seek written confirmation that there are insufficient employees in the categories specified in the request and that such insufficiency is documented on the unemployment list maintained by the hall, agent or association. Copies of any confirmation so obtained shall be forwarded to the Commission. Copies of any requests for qualified employees made at a time that the requesting party's workforce composition falls short of any one or more such Standards shall be forwarded contemporaneously to the Skills Bank. (Workforce Request Documentation: Attachement 1)

4. All persons applying directly to the Contractor or any subcontractor for employment in construction of a Covered Project who are not employed by the party to whom application is made shall be referred by said party to the Mayor's Office Of Jobs and Community Services, and a written record of such a referral shall be made by said party, a copy of which shall be sent to said Office Of Jobs and Community Services. (Applicant Disposition: Attachement 2)

5. Contractors shall maintain a current file of the names, addresses, and telephone numbers of each Boston Resident, Minority, and Woman who has sought employment with respect to a Covered Project, or who was referred to the contractor by the Mayor's Office Of Jobs and Community Services but was not hired. The contractor shall maintain a record of the reason any such person was not hired. (AMENDMENT INCLUSION 9/26/86)If the construction of a Covered Project is subject to any union collective bargaining agreements, it shall be required that the employee complies with any lawful union security clauses contained in such agreement (AMENDMENT INCLUSION 9/26/86 ENDS). (Application Disposition: Attachment 2)

6. The contractor shall in a timely manner complete and submit to the Commission a projection of the workforce needs over the course of construction of the Covered Project. Such a submission shall reflect the needs by trade for each month of the construction process. (Quarterly Workforce Projection Table: Attachement 3)

7. The contractor shall obtain from each worker employed in the construction of the Covered Project, a sworn statement containing the worker's name and place of residence.

8. One week following the commencement of construction of the project, and each week thereafter until such work is completed, the contractor shall complete and submit to the Mayor's Office Of Jobs and Community Services for the week just ended a report which reflects (a) for each employee , the employee's name, place of residence, race, gender, trade and total number of worker hours he or she worked, and (b) the total worker hours of its total workforce. (Weekly Utilization Form: Attachement 4)

9. The contractor and each subcontractor shall maintain records reasonably necessary to ascertain compliance with the steps detailed in clauses (1) through (8) hereof for at least one year after the issuance of a Certificate Of Occupancy for the Covered Project. In its review of records of a construction project submitted to demonstrate compliance with these steps, the Commission shall take into consideration any affirmative action outreach programs and affirmative action job training programs of the particular trades participating in the Covered Project.

BEST EFFORTS(CONTINUED)

DEVELOPER'S BEST EFFORTS:

1. Developers of the Covered Project shall incorporate in every general construction contract or construction management agreement an enumeration of the Standards and shall impose a responsibility upon any such general contractor or construction management to take all steps enumerated in clauses(1)-(9), and to incorporate such Standards in all subcontracts and impose upon all subcontractors the obligation to take such steps.

2. The developer shall meet with the contractor no less frequently than weekly throughout the period of construction of the Covered Project to review the contractor's compliance with such Standards and steps. The developer shall maintain minutes of such meetings and shall forward a copy of such minutes to the Mayor's Office Of Jobs and Community Services within ten(10) days of each such meeting.

3. The developer shall comply with the escrow deposits as requirements of the Boston Employment Commission Ordinance.

RAYMOND L. FLYNN, MAYOR

MAYOR'S OFFICE OF JOBS AND COMMUNITY SERVICES

WORK FORCE REQUEST DOCUMENTATION

****

FROM: _____ DATE REQUESTED: _____

TO: _____ DATE REQUIRED: _____

LOCAL # _____

REQUEST MADE TO: _____

NAME TITLE

I. REQUESTS TRADE: _____

TOTAL	RESIDENTS	MINORITY	FEMALE

REQUESTS MADE BY: _____

NAME

II. REFERRALS

TOTAL	RESIDENTS	MINORITY	FEMALE

Date: _____

EMPLOYEE NAME(S): ATTACHED

KRISTEN J. McCORMACK, DIRECTOR • 15 BEACON STREET • BOSTON, MA 02108 • (617) 720-4300

APPLICANT DISPOSITION

Date: _____ Subcontractor _____

Applicant Name: _____ M__ R__ F__ Telephone No. _____

Address _____

Position Applied For _____

Recruitment Source

_____ Off the Street

_____ OJCS Skills Bank

_____ Union Referral

_____ Community Organization

_____ Other _____

Disposition

(Date:)

_____ 1. Hired

_____ 2. Not hired Reason _____

_____

_____ 3. Referred to Union: Result: _____

_____

_____ 4. Referred to Subcontractor

_____ 5. Referred to Training Specify: _____

_____ 6. Other Action: _____

_____

Signed _____

Superintendent/Project Manager/Foreman

QUARTERLY WORK FORCE PROJECTION TABLE

PROJECT _____

LOCATION _____

CONTRACTOR _____

ADDRESS _____

CONTACT: _____ Phone: _____

COMPLIANCE AND ENFORCEMENT DIVISION
OFFICE OF JOBS AND COMMUNITY SERVICE
15 BEACON STREET
BOSTON, MA 02108
720-4300, EXT. 298

QUARTER BEGINNING _____ ENDING: _____

PROJECTED DATE OF COMPLETION _____

	WEEK ENDING											
TRADE												
	TOTAL EMPLOYEES											
	BOSTON RESIDENT EMPLOYEES											
	MINORITY EMPLOYEES											
	FEMALE EMPLOYEES											
	PERCENT COMPLETED											
TRADE												
	TOTAL EMPLOYEES											
	BOSTON RESIDENT EMPLOYEES											
	MINORITY EMPLOYEES											
	FEMALE EMPLOYEES											
	PERCENT COMPLETED											
TRADE												
	TOTAL EMPLOYEES											
	BOSTON RESIDENT EMPLOYEES											
	MINORITY EMPLOYEES											
	FEMALE EMPLOYEES											
	PERCENT COMPLETED											

Company Official's Signature _____ Date _____

MAYOR'S OFFICE OF JOBS & COMMUNITY SERVICES — COMPLIANCE AND ENFORCEMENT DIVISION

WEEKLY UTILIZATION REPORT | AWARD DEPT | PERCENT COMPLETED | PROJECT DATE OF COMPLETION

WEEK OF: _____ TO: _____

Name of Contractor ( ) or subcontractor ( )

Address _____ Phone number

CODES: 1. Caucasian
2. Black
3. Hispanic
4. Asian
5. Other

Project & Location

Project or Contract No.

Name & address	SEX M/F	Work Classification	Ethnicity (See Codes)	OT ST	S	M	T	W	TH	F	S	Total Hours	Rate of Pay	Gross Amount Earned	Only necessary for Federal Contracts: FICA	Withholding Tax	State w.h	Union	Total	Net Wages Paid For Week
				O																
				S																
				O																
				S																
				O																
				S																
				O																
				S																
				O																
				S																

Hours Worked Each Day

Name & Title | Signature | Date

THE WILFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 10 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

X5154

ATTACHMENT "C"

Attn: Ms. Claudette Bailey

Date: _____

To Whom It May Concern:

RE: Start Work Notification

Please be advised that _____ below-listed subcontractor wil
be starting work in the field at the above Project:

Subcontractor: _____

Address: _____

_____

Work To Be Performed: _____

Approximate Start Date: _____

Approximate Completion Date: _____

Employing Construction Trade(s): _____

_____

_____

Anticipated Average Daily Work Force: _____

Very truly yours,

CB/mf
(dcc: 0003B)

ATTACHMENT "D"

To: Mayor's Office of Jobs & Community Service
Compliance & Enforcement Division
15 Beacon Street
Boston, MA 02108

Attn: Ms. Claudette Bailey

Date: _____

To Whom It May Concern:

Re: Stop Work Notification

Please be advised that _____ below-listed Subcontractor has ceased work in the field at the above Project:

Subcontractor: _____

Trade(s) Employed: _____

_____

_____

Reason for Work Termination: _____

_____

Very truly yours,

CB/mf
(doc: 0007B)

ATTACHMENT 1- SAMPLE LETTER INFORMING NEW SUBCONTRACTORS OF BOSTON RESIDENTS JOBS POLICY OBLIGATIONS.

Dear _____

The following procedures and guidelines must be followed by all subcontractors performing work on the above referenced project. This project is subject to the Boston Resident Jobs Policy, and will be monitored by the Mayor's Office of Jobs and community Services and by this office to ensure that employment of 50% Boston residents, 25% minorities and 10% females is achieved and maintained.

1. Submit a letter to the union explaining that this project is subject to the Boston Resident Jobs Policy, which requires that employment of 50% Boston residents, 25% minorities and 10% females must be achieved on a weekly basis until completion of your contract with this company.

2. As your company gets ready to hire workers from the local unions, keep in mind that all requests made by your job representative in your office must be done in writing. All requests must include:
   The name of the representative making such request, name of persons s/he contacted at the union hall, date of contact and action taken by union representative.

3. A meeting is to take place with union business agents before your company starts any type of work on this project.

4. Records must be kept by your office for all walk-in applicants. Records should include the name, adress, and telephone number of the applicant, the position for which the applicant applied, whether the applicant is resident, minority or female, and action taken by your office.

5. A meeting will be called by the General Contractor and the Mayor's Office of Jobs and Community Services to discuss what other steps will be taken to help your office comply with these requirements.

Implementation of the above guidelines will help to make this project a success.

Sincerely,

(doc. 7119B)

cc: Mayor's Office of Jobs and Community Services

certified mail #

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Sincerely,

(doc. 7119B)

cc: Mayor's Office of Jobs and Community Services

certified mail #

EXHIBIT D

Record Notice of Agreement

1A
5/7/87

BOSTON REDEVELOPMENT AUTHORITY

FACT SHEET

Development Impact Project Plan
73 Tremont Street, Boston

DEVELOPER:	Unicorp American Corporation, a Delaware corporation having an address at 156 East 46th Street, New York, New York 10017.
DEVELOPER'S REPRESENTATIVE:	The Leggat McCall Companies, Ten Post Office Square, Boston, Masachusetts 02109.
ARCHITECT:	Childs Bertman Tseckares and Casendino, Inc., 306 Dartmouth St., Boston, Massachusetts 02116.
SITE DESCRIPTION:	The land and building thereon located at 73 Tremont Street, bounded by Tremont and Beacon Streets, the Old Granary Burial Ground and the property located at 6 Beacon Street. The site contains approximately 29,939 square feet of land, more or less, comprised of one lot containing approximately 25,263 square feet in area and a private way, known as Tremont Place, containing 4,676 square feet in area. The office building presently on the site is an 11-story structure constructed in 1895, with a granite facade. The site is located in the Park Street National Register District. The Developer has fee title to the site.
PROJECT DESCRIPTION:	The Developer plans to substantially rehabilitate the existing building. The building currently consists of eleven stories above grade with the first story partially below grade and two basement levels fully below grade. The exterior walls will be cleaned and new windows installed. There will be a new lobby. The existing light court

will be closed in and will house a new central core, providing circulation patterns suitable for contemporary office uses. Two stories will be added above the existing roof. The building will not exceed an average height of 160 feet 5 inches excluding the mechanical penthouse. The interior will be renovated and new systems installed. An arcade will be created at the ground floor level by cutting away portions of the Tremont and Beacon Street facades; the pedestrian passageway which runs between the building and the Old Granary Burial Ground will be re-opened; and Tremont Place will be refurbished. Two levels of parking (below grade) will be created. The gross floor area of the building will be approximately 296,000 square feet, with new retail/restaurant space representing approximately 20,000 square feet.

ESTIMATED CONSTRUCTION TIME:

Construction will begin within six months of issuance of a building permit. Completion of the base building will occur within 18-20 months of commencement of construction.

PROJECTED NUMBER OF EMPLOYEES:

During the peak construction period, approximately 175 jobs will be created. After completion and at full occupancy, the Building will have an employee population of approximately 1000 people. The Developer has submitted to the Director of the Boston Redevelopment Authority a plan detailing plans to ensure that its construction manager, and those supervised by the construction manager, meet the following standards:

1. At least 50% of total construction employee hours will be by Boston residents;

2. At least 25% of construction employee hours will be by minorities; and

3. At least 10% of construction employee hours will be by women.

The Developer has agreed to formulate an Employment Opportunity Plan, which will detail Developer's good faith efforts to achieve the following objective: 50% of the permanent employment opportunities created in the project will be made available to Boston residents.

DEVELOPMENT IMPACT PROJECT CONTRIBUTION:

The Developer will enter into a Development Impact Project Agreement with the Boston Redevelopment Authority calling for a total Development Impact Project contribution of approximately $1,176,000, comprised of a housing component of $980,000 and a jobs component of $196,000.

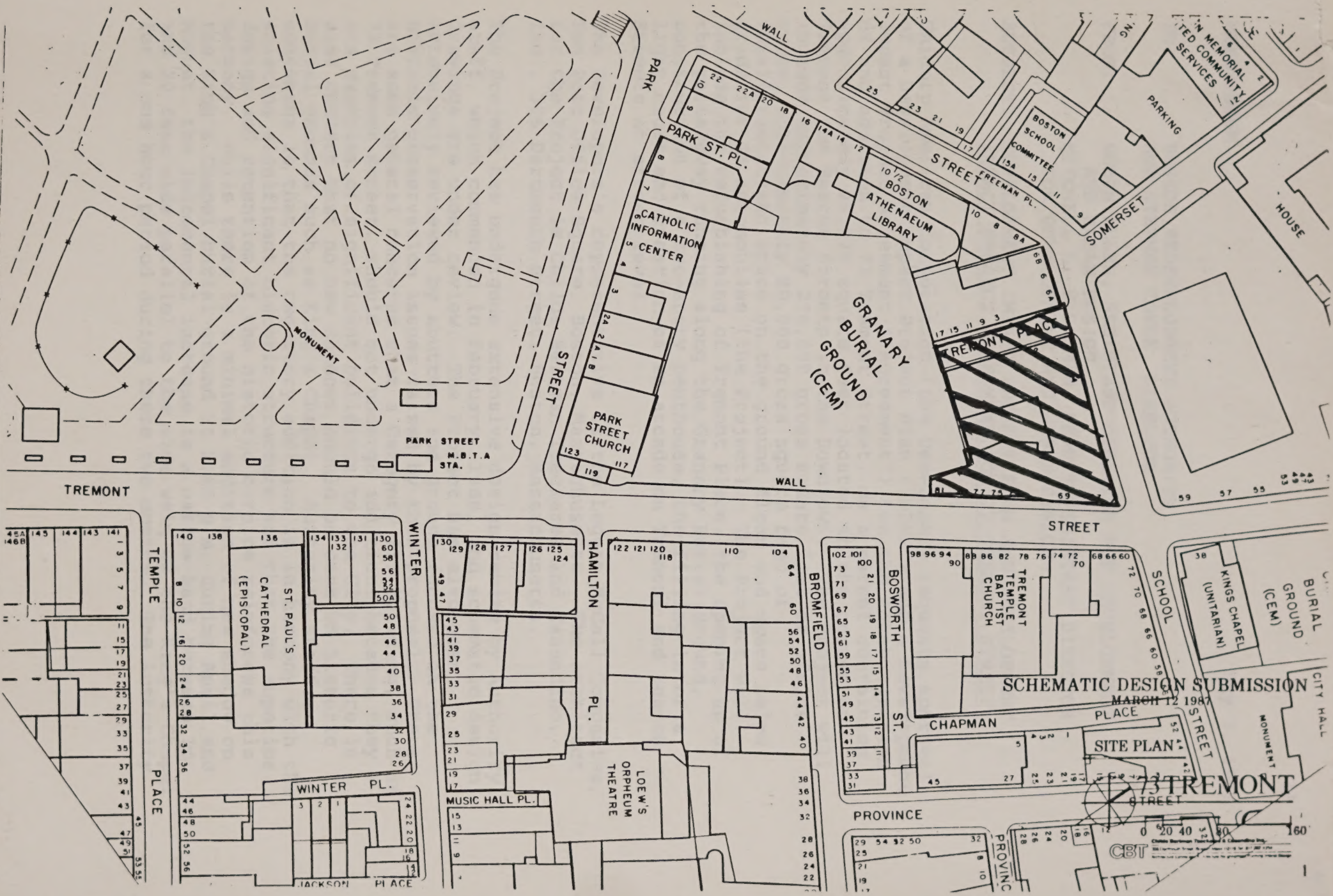
OTHER BENEFITS:

The Developer has met with Commissioner Coughlin of the City of Boston Department of Parks and Recreation and has expressed to the Commissioner its willingness to assist the City in the City's efforts to refurbish the Granary Burial Ground. The Developer has indicated to the Commissioner that once construction of the building is underway it will 1) take primary responsibility for supervision of the ongoing maintenance of the Granary, 2) contribute money to the capital campaign for the burial ground and 3) help the City to establish a Friends of the Granary Burial Ground organization for the purpose of raising funds for the refurbishing and maintenance of the Granary.

COMMUNITY OUTREACH:

The Developer has held informal and formal meetings with the community attended by

representatives from many neighborhood properties and with historic groups including the Boston Landmarks Commission, the Massachusetts Historic Commission and the Boston Preservation Alliance.


PARK STREET
M.B.T.A STA.
MONUMENT
PARK STREET
TREMONT
WALL
PARK ST. PL.
CATHOLIC INFORMATION CENTER
PARK STREET CHURCH
GRANARY BURIAL GROUND (CEM)
BOSTON ATHENAEUM LIBRARY
10 1/2
TREMONT PLACE
FREEMAN PL.
SOMERSET STREET
BOSTON SCHOOL COMMITTEE
PARKING
N MEMORIAL TED COMMUNITY SERVICES
HOUSE
WALL
STREET
TEMPLE PLACE
ST. PAUL'S CATHEDRAL (EPISCOPAL)
WINTER
WINTER PL.
JACKSON PLACE
HAMILTON PL.
MUSIC HALL PL.
LOEW'S ORPHEUM THEATRE
BROMFIELD
BOSWORTH ST.
TREMONT TEMPLE BAPTIST CHURCH
SCHOOL STREET
KINGS CHAPEL (UNITARIAN)
BURIAL GROUND (CEM)
CHAPMAN PLACE
PROVINCE
CITY HALL
MONUMENT
SCHEMATIC DESIGN SUBMISSION
MARCH 12 1987
SITE PLAN
73 TREMONT
STREET
0 20 40 80 160
CBT

MEMORANDUM May 7, 1987

TO: BOSTON REDEVELOPMENT AUTHORITY
AND STEPHEN COYLE, DIRECTOR

FROM: SUSAN ALLEN, ASSISTANT DIRECTOR FOR DEVELOPMENT AND URBAN DESIGN
MITCHELL L. FISCHMAN, DEPUTY ASSISTANT DIRECTOR FOR DEVELOPMENT AND URBAN DESIGN

SUBJECT: DEVELOPMENT IMPACT PROJECT PLAN AND DEVELOPMENT IMPACT PROJECT AGREEMENT FOR 73 TREMONT STREET

Unicorp American Corporation (the Developer) requests approval of a Development Impact Project Plan ("DIPP") and a Development Impact Project Agreement ("Agreement") for the rehabilitation of and addition to 73 Tremont Street, on a parcel containing approximately 29,939 square feet located at the corner of Tremont and Beacon Streets in the Downtown. The Project will include approximately 276,000 gross square feet of office space, approximately 20,000 gross square feet of retail/restaurant space on the ground floor and space below grade for 74 automobiles (the Project). The Project will include the refurbishing of Tremont Place, the opening up of the passageway running along the Granary Burial Ground, construction of a two-story penthouse, the filling in of a light court and creation of an arcade on Tremont and Beacon Streets at street level.

The Developers's representative is the Leggat McCall Companies, Ten Post Office Square, Boston, Massachusetts. The architect for the Project is Childs Bertman Tseckares and Casendino, Inc., 306 Dartmouth Street, Boston, Massachusetts.

The Project has undergone extensive design review by Authority staff, which commenced in February, 1986, and schematic design drawings are under review. The Project has also been extensively reviewed by abutters and groups focused on the historic preservation issues raised by this proposal. There are some general concerns that a Category III building, such as 73 Tremont Street, should not undergo additions because they are examples of significant buildings to the City. There is also concern that no new shadows should be cast on historic burial grounds such as King's Chapel. Authority staff consensus is that the two-story addition is in harmony with the existing significant historic structure and that the superior design and retention of the historic cornice reinforces this harmony. While there is a minimal addition of new shadow on the King's Chapel burial ground at 3:00 p.m. during April and August, the incremental increase is a narrow band between 10 and 20 feet wide parallel to the side wall of the King's Chapel for a one hour period during these two months. The Authority

staff, therefore, is of the opinion that these issues should be resolved in a comprehensive manner through the Authority's public hearing process to resolve any of the outstanding concerns.

The height that results from the addition of a two-story penthouse is an average of 160 feet and 5 inches. This substantially complies with the proposed Downtown Interim Planning Overlay District (IPOD) which calls for a building height standard of 155 feet. Because of a change in elevation from the rear of the building (Tremont Place elevation) to the front of the building (Tremont Street elevation), the existing building height to the top of the existing roof ranges from 123 feet (at Tremont Place) to 134 feet (at Tremont Street). The cornice juts above the existing roof by more than six feet. The additional floors will be constructed above the cornice line (six feet above the existing roof) for structural reasons and also to ensure that the windows are above the cornice. Because of the changes in elevation around the building, average heights of each side of the new addition will vary as follows: 156 feet at Tremont Place, 167 feet at Tremont Street, 162 feet and 3 inches at Beacon Street and 156 feet and 6 inches at the Granary side -- yielding an average height of 160 feet and 5 inches. Compliance with the proposed IPOD building height standard of 155 feet would require removal of the cornice, so that the additional floors could be constructed at the level of the existing roof and not have the windows blocked. Further mitigating the effects of the additional floors is the fact that they will be set back approximately ten feet from the face of the lower eleven floors on the Granary Burial Ground side of the building.

The existing floor-area ratio (F.A.R.) is 8.8 and the Project will result in an F.A.R. of 11.67, an increase in the F.A.R. by 2.87. This increase results from the infilling of the light court (1.0 F.A.R.) and the two-story penthouse addition (1.87 F.A.R.).

The Developer intends to begin construction within six months of issuance of a building permit, with completion of the base building within 18-20 months of commencement of construction. Approximately 270 construction jobs over the construction period will be created by the Project as well as 1,000 new and retained permanent jobs. The Developer will submit an Employment Opportunity Plan to the Authority within three months which shall provide for the Developer's good faith efforts to achieve a goal that fifty percent (50%) of the permanent employment opportunities created by the Project shall be made available to Boston residents.

Under the DIPP and the Agreement the Developer will make a Housing Contribution of approximately $980,000, by either a housing payment or a housing creation option, in order to develop low and moderate income housing in the City. The

Developer will also make a jobs contribution of approximately $196,000, by either a jobs payment or a jobs creation option, to be used for the creation of a jobs training program for workers who may be employed, on a permanent basis, at the Project.

The Developer has submitted a Transportation Access Plan which is currently under review by the City of Boston's Traffic and Parking Department and the Authority. Final Project approval is contingent upon the Developer's commitment to an Access Plan acceptable to the Director.

The Developer has met with Commissioner Coughlin of the City of Boston Department of Parks and Recreation and has expressed to the Commissioner its willingness to assist the City in the City's efforts to refurbish the Granary Burial Ground (see attached letter). The Developer has indicated to the Commissioner that once construction of the building is underway it will 1) take primary responsibility for supervision of the ongoing maintenance of the Granary, 2) contribute money to the capital campaign for the burial ground and 3) help the City to establish a Friends of the Granary Burial Ground organization for the purpose of raising funds for the refurbishing and maintenance of the Granary.

The Project includes certain variations from the requirements of the Boston Zoning Code, which do not deviate from the spirit of the Code. The Project requires variances from the floor-area ratio limit, the off-street loading dock requirement, the parapet setback requirement and the rear yard requirement and also requires a conditional use permit for the below-level parking facility.

The Project is located in the Park Street National Register District. Since no federal funding or federal permits are anticipated for the Project, no federal approvals of the design are required. Furthermore, while the Developer has presented the schematic design to representatives of the City of Boston Landmarks Commission and the Massachusetts Historic Commission, no design review by those commissions is required.

Article 28 of the Zoning Code establishes the Boston Civic Design Commission (BCDC) and vests the Commission with the responsibility to review the schematic design of certain categories of development proposals. While the Project received extensive review by the Authority's design and development staff, the Developer will also submit its final submission based upon this review to the BCDC in late May or early June.

We, therefore, recommend that the Authority approve the attached Development Impact Project Plan and authorize the Director to execute the Development Impact Project Agreement as requested by Unicorp American Corporation.

Appropriate Votes Follow:

VOTED: That in connection with the Development Impact Project Plan for 73 Tremont Street in the Downtown, presented at a public hearing duly held at the offices of the Authority on May 7, 1987, and after consideration of the evidence presented at that hearing, the Boston Redevelopment Authority finds that said Plan: (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project Plan as set forth in Articles 26A and 26B of the Boston Zoning Code as amended; and further

VOTED: That pursuant to the provisions of Article 26A and 26B of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for 73 Tremont Street. Said Development Plan is embodied in a written document entitled "Development Impact Project Plan, 73 Tremont Street, Boston, Massachusetts" dated May 7, 1987, and in a series of schematic drawings listed in Exhibit D of said document; said document and plans shall be on file in the Zoning Office of the Authority; and further

VOTED: That the Authority hereby authorizes the Director to execute, in the name and on behalf of the Authority, a Development Impact Project Agreement, in substantially the form attached hereto, with the developer of 73 Tremont Street and to certify in the name of the Authority, that plans submitted to the Inspectional Services Commissioner in connection with said Project are in conformity with said Development Impact Project Plan, and that the developer has entered into an Agreement with the Authority to be responsible for the Housing Contribution and Jobs Contribution Grants; and further

VOTED: That the Authority hereby acknowledges that the Developer has agreed with the City of Boston Parks and Recreation Department that once construction of the building is underway it will 1) take primary responsibility for supervision of the ongoing maintenance of the Granary, 2) contribute ~~money~~ $100,000.00 to the capital campaign for the burial ground and 3) help the City to establish a Friends of the Granary Burial Ground organization for the purpose of raising funds for the refurbishing and maintenance of the Granary; and further

VOTED: That in reference to petition Z-9507 brought by Unicorp American Corporation, for 73 Tremont Street, Boston, Massachusetts for four variances and one conditional use permit as listed in the Development Impact Project Plan for 73 Tremont Street, which is approved by the Authority today, the Boston Redevelopment Authority recommends approval provided that the Authority and the Developer have entered into a Development Impact Project Agreement and that plans are submitted to the Authority for design review approval to ensure that the plans are consistent with the plans previously approved by the Authority and with the Development Impact Project Plan and that plans include a Transportation Access Plan approved by the Director. The Authority finds said petition to be in conformity with said Development Plan.